

## AGENDA

AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, JANUARY 20, 2015, AT 7:00 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY \_\_\_\_\_ AT \_\_\_\_\_.

### ROLL CALL

#### **COUNCIL**

Councilmember Eugene Conners, Ward I  
Councilmember Joan Hansen, Ward II  
Councilmember Shirley Doughty, Ward III  
Mayor Ron Oertle  
Councilmember Anna Cline, Ward III, Mayor Pro Tempore  
Councilmember Douglas Dunn, Ward II  
Councilmember Serena Sullivan, Ward I

#### **STAFF**

Jestin Johnson, City Manager  
Ashlee Coronado, City Clerk  
Sharon Buono, Finance Director  
Cindy Moss, Personnel Director  
Ben Reyna, Police Chief  
Jack Earnest, Fire Chief  
Thomas J. Klimek, Public Works Director/City Engineer  
Peg White, Library Director  
Robert Coronado, Sergeant at Arms

#### **CITY ATTORNEY**

Anne Carl

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

CALL TO THE PUBLIC

"During the proper time on the agenda, taxpayers or residents of the city, or their authorized representatives, may address the council on any matter concerning the City's business or any matter over which the council has control (oral presentations shall not be repetitious and shall be confined to 3 minutes maximum duration.)" Ordinance O-91-29.

THE FOLLOWING ITEMS WILL BE DISCUSSED, CONSIDERED AND/OR DECIDED UPON AT THIS MEETING:

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on January 6, 2014 at 7:00PM.  
Ashlee Coronado, City Clerk
- B. Approval of the Minutes of the Joint Work Session of Mayor and Council and iBisbee Committee held on January 6, 2014 at 5:30PM.  
Ashlee Coronado, City Clerk
- C. Approval of the Resignation of Pauline Sherman from the Bisbee Arts Commission.  
Ashlee Coronado, City Clerk
- D. Approval of the Resignation of Abigail Hottel from the Youth Council.  
Ashlee Coronado, City Clerk
- E. Approval of the Appointment of Keith Bogue to the Community Sustainability Commission.  
Ashlee Coronado, City Clerk
- F. Approval of the Appointment of Susan Blackford to the Municipal Property Corporation.  
Ashlee Coronado, City Clerk
- G. Approval of the Appointment of Harold Pace to the Streets and Infrastructure Committee.  
Ashlee Coronado, City Clerk
- H. Approval of the Appointment of Rosalie Blessing to the Youth Council.  
Ashlee Coronado, City Clerk
- I. Approval of the Appointment of Michael Donnelly to the Youth Council.  
Ashlee Coronado, City Clerk
- J. Approval of a Special Event Liquor License Application Submitted by St. Patrick Church for an Event to be held at 100 Quality Hill, Bisbee, Arizona on Saturday, February 14, 2015 from 7:00PM-12:00AM (Midnight).  
Ashlee Coronado, City Clerk
- K. Approval of a Special Event Liquor License Application Submitted by the Friends of Warren Ballpark for an Event to be held at 300 Ruppe Avenue, Bisbee, Arizona on Saturday, April 11, 2015 and Sunday, April 12, 2015 from 9:00AM- 6:00PM.  
Ashlee Coronado, City Clerk

**OLD BUSINESS**

- 3. Ratification pursuant to A.R.S. §38-431.05, of actions taken on December 16, 2014. The purpose of the items is to validate an earlier action by the mayor and council regarding operation Stonegarden overtime and employee related expenses.  
Ronald Oertle, Mayor
- 4. Ratification pursuant to A.R.S. §38-431.05, of actions taken on December 16, 2014. The purpose of the items is to validate an earlier action by the mayor and council regarding operation stonegarden for equipment.  
Ronald Oertle, Mayor

5. Ratification pursuant to A.R.S. §38-431.05, of actions taken on December 16, 2014. The purpose of the items is to validate an earlier action by the mayor and council regarding approval of the appointment of Mr. Adam Ambrose as the city of Bisbee magistrate.  
Ronald Oertle, Mayor
6. Discussion and Possible Approval to Adopt Ordinance O-15-01, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Providing for Repeal and Severability.  
Anne Carl, City Attorney
7. Public Auction of Designated Surplus Property Located adjacent to 5B Moon Canyon (Parcel A as indicated on the attached map)  
Anne Carl, City Attorney
8. Public Auction of Designated Surplus Property Located adjacent to 5B Moon Canyon (Parcel B as indicated on the attached map)  
Anne Carl, City Attorney

**NEW BUSINESS**

9. Discussion and Possible Action on the Petition received at the January 6, 2015 Regular Session of Mayor and Council regarding 1) notice of the Amended agenda for the December 16, 2014 Council Meeting, 2) Verification of the date, time and locations of the Officially required public notification for any agenda, and discussion regarding making the agenda public one week before a council meeting, 3) Discussion and Evaluation of the purpose of the monies received from the Department of Homeland Security's Stonegarden Grant.  
Ronald Oertle, Mayor
10. Discussion and possible action: public hearing regarding the community development block grant funds for fiscal year 2015 to select a project to submit to the Arizona department of Housing for the fiscal year 2015.  
Jestin Johnson, City Manager
11. Discussion and Possible Approval of Resolution R-15-01 to authorize the submission of an application for CDBG funds for the selected project.  
Jestin Johnson, City Manager
12. Discussion and Possible direction to staff regarding City of Bisbee's participation in the Arizona Debt Set-off program.  
Sharon Buono, Finance Director
13. Discussion and Possible Approval of Entering into a Streetlight Energy Agreement between the Arizona Public Service (APS) Company and the City of Bisbee for the use of powering the streetlights throughout the City of Bisbee.  
Thomas Klimek, Public Works Director
14. Discussion and Possible Approval of Entering into a Streetlight Maintenance Agreement between Arizona Public Service (APS) Company and the City of Bisbee for the maintenance of streetlights throughout the City of Bisbee.  
Thomas Klimek, Public Works Director

15. Discussion and Possible Approval of Entering into a Streetlight Pole Use License Agreement between Arizona Public Service (APS) Company and the City of Bisbee for the Use of Streetlight Poles in Various Areas throughout the City of Bisbee, Arizona.

Thomas Klimek, Public Works Director

16. Discussion and Possible Approval to Enter into a Contract with ALTA Land Survey, Inc. of Benson, Arizona to Perform a Boundary Survey on the Mansfield Lot for a total cost not to exceed \$3,600.00

Thomas Klimek, Public Works Director

17. Discussion and Possible Approval to Purchase One Gas V8 4x2 and One Gas V8 4 x 4 pick up trucks from Don Sanderson ford for the recycling department for a total cost not to exceed \$66,510.54.

Thomas Klimek, Public Works Director

18. Discussion and Possible Approval of a Motion to go into Executive Session Pursuant to A.R.S. § 38-431.03(1) for consideration of continuance for Legal Services with Anne Carl, PLC as City Attorney.

Jestin Johnson, City Manager

19. City Manager's Report:

- General Fund Summary
- Other current events

**COUNCIL COMMENTS OR FUTURE AGENDA ITEM SUGGESTIONS:** (Council members may suggest topics for future meeting agendas, but Council will not here discuss, deliberate or take any action on these topics.):

## ADJOURNMENT

Individuals with hearing disabilities can contact the City Clerk's Office (520) 432-6012 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Ashlee Coronado at (520) 432-6012 at least twenty-four hours before the meeting.

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 118 Arizona St., Bisbee. Pursuant to A.R.S. § 38-431.03(A) (3), the Council may vote to enter executive session at any point during this meeting for discussion or consultation for legal advice with its attorney(s), who may appear telephonically.

#1

CITY OF BISBEE  
FINANCE DEPARTMENTPayment Approval Report - By GL COB  
Report dates: 1/2/2015-1/15/2015Page: 1  
Jan 14, 2015 04:35PM

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>115</b>					
<b>GENERAL FUND</b>					
<b>10-2020801 PUBLIC SAFETY RETIRE PAYABLE</b>					
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0103151	Retirement Police Pay Period: 1/3/2015	01/07/2015	2,908.89
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0103151	Retirement Police Pay Period: 1/3/2015	01/07/2015	17,032.16
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0103151	Retirement Fire Pay Period: 1/3/2015	01/07/2015	3,881.55
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0103151	Retirement Fire Pay Period: 1/3/2015	01/07/2015	23,236.67
Total 10-2020801 PUBLIC SAFETY RETIRE PAYABLE:					47,059.27
<b>10-2020802 DEFERRED COMPENSATION PAYABLE</b>					
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0103151	Deferred Comp Core Pay Period: 1/3/2015	01/07/2015	1,825.74
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0103151	Deferred Comp Buy Up Pay Period: 1/3/2015	01/07/2015	1,589.17
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0103151	Deferred Comp Buy Up Pay Period: 1/3/2015	01/07/2015	1,212.84
GENERAL FUND	NATIONWIDE RETIREMENT SO	PR0103151	Deferred Comp Core Pay Period: 1/3/2015	01/07/2015	350.00
Total 10-2020802 DEFERRED COMPENSATION PAYABLE:					4,977.75
<b>10-2020804 P.S.R.P.S. - ALT CONTR PAYABLE</b>					
GENERAL FUND	PUBLIC SAFETY PERSONNEL	PR0103151	PSPRS-Alternate Contribution Pay Period: 1/3/2015	01/07/2015	141.01
Total 10-2020804 P.S.R.P.S. - ALT CONTR PAYABLE:					141.01
<b>10-2020818 UNION DUES PAYABLE</b>					
GENERAL FUND	AZ COPS	PR0103151	Union Dues Pol/Fire Pay Period: 1/3/2015	01/07/2015	210.00
GENERAL FUND	BISBEE FIREFIGHTERS LOCAL	PR0103151	Union Dues-Fire Pay Period: 1/3/2015	01/07/2015	337.50
Total 10-2020818 UNION DUES PAYABLE:					547.50
<b>10-2021005 AFLAC INSURANCE PAYABLE</b>					
GENERAL FUND	AFLAC	14-1231	AFLAC INS	01/09/2015	1,217.28
Total 10-2021005 AFLAC INSURANCE PAYABLE:					1,217.28
<b>10-2021500 ST COMPENSATION FUND PAYABLE</b>					
GENERAL FUND	AMRRP- WORKER'S COMP FUN	15-0109	WORKERS COMP	01/09/2015	42,494.32
Total 10-2021500 ST COMPENSATION FUND PAYABLE:					42,494.32
<b>10-2023000 CREDIT UNION PAYABLE</b>					
GENERAL FUND	AMERICAN SOUTHWEST CRED	PR0103151	American SW Credit Union Pay Period: 1/3/2015	01/07/2015	25.00
Total 10-2023000 CREDIT UNION PAYABLE:					25.00
<b>10-2024000 PAYROLL GARNISHMENTS PAYABLE</b>					
GENERAL FUND	SUPPORT PAYMENT CLEARIN	PR0103151	Support Clearing-Child Support Pay Period: 1/3/2015	01/07/2015	1,378.94
Total 10-2024000 PAYROLL GARNISHMENTS PAYABLE:					1,378.94
<b>10-34-40066 AMBULANCE FEES</b>					
GENERAL FUND	PROCTOR, LUCY	BF141555	REIMBURSEMENT FOR AMB SRV	12/18/2014	56.87
GENERAL FUND	VLAHOVICH, ELEANOR	BF141441	REIMBURSEMENT FOR AMB SRV	12/18/2014	977.11
Total 10-34-40066 AMBULANCE FEES:					1,033.98

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>MAYOR &amp; COUNCIL</b>					
<b>10-50-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	COUNCIL TRAINING	01/05/2015	120.00
GENERAL FUND	BANK OF AMERICA	14-1209	COUNCIL TRAINING	01/05/2015	120.00
Total 10-50-13400 EDUCATION & TRAINING:					240.00
<b>10-50-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	McNEIL'S CUSTOM ENGRAVIN	481557	NAME PLATE	01/22/2014	28.73
Total 10-50-41500 OFFICE SUPPLIES:					28.73
<b>10-50-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	SAFEWAY	01/05/2015	11.25
GENERAL FUND	BANK OF AMERICA	14-1209	SAFEWAY	01/05/2015	44.85
GENERAL FUND	BANK OF AMERICA	14-1209	DOLLAR TREE	01/05/2015	18.18
Total 10-50-46000 OPERATIONAL EXPENSES:					72.08
<b>FINANCE DEPARTMENT</b>					
<b>10-52-13500 SUBSCRIPTIONS &amp; DUES</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	GFOAZ MEMBERSHIP	01/05/2015	60.00
Total 10-52-13500 SUBSCRIPTIONS & DUES:					60.00
<b>10-52-36000 MAINTENANCE &amp; SUPPORT AGREEMENTS</b>					
GENERAL FUND	LEXIS NEXIS	1622061-2014	DECEMBER CHARGES	12/31/2014	50.00
Total 10-52-36000 MAINTENANCE & SUPPORT AGREEMENTS:					50.00
<b>10-52-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	PLANNER	01/05/2015	9.87
GENERAL FUND	STAPLES ADVANTAGE	3252480252	OFFICE SUPPLIES	12/03/2014	55.30
GENERAL FUND	STAPLES ADVANTAGE	3252480255	OFFICE SUPPLIES	12/18/2014	16.84
Total 10-52-41500 OFFICE SUPPLIES:					81.81
<b>10-52-42030 BOOKS &amp; REFERENCE MATERIALS</b>					
GENERAL FUND	COCHISE COUNTY ASSESSOR	14-0112	BISBEE PARCELS - QTRLY UPDATES	01/12/2015	750.00
Total 10-52-42030 BOOKS & REFERENCE MATERIALS:					750.00
<b>CITY CLERK</b>					
<b>10-53-42040 ADVERTISING</b>					
GENERAL FUND	BISBEE OBSERVER	16967	PUBLIC NOTICE: O-14-08, O-14-09	12/24/2014	169.46
Total 10-53-42040 ADVERTISING:					169.46
<b>COMMUNITY DEVELOPMENT</b>					
<b>10-54-11700 WORKERS COMPENSATION</b>					
GENERAL FUND	AMRRP- WORKER'S COMP FUN	15-0109	WORKERS COMP AS VLNTR	01/09/2015	106.71
Total 10-54-11700 WORKERS COMPENSATION:					106.71
<b>10-54-22000 WATER - SHELTER</b>					
GENERAL FUND	AZ WATER COMPANY	03117020951-	WATER/TOUREAVILLE POUND	01/02/2015	67.36

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-54-22000 WATER - SHELTER:					67.36
<b>10-54-22550 SEWER &amp; GARBAGE - SHELTER</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/ANIMAL SHELTER	01/02/2015	49.31
Total 10-54-22550 SEWER & GARBAGE - SHELTER:					49.31
<b>10-54-34000 CONTRACT SERVICES</b>					
GENERAL FUND	SIERRA VISTA PERSONNEL	19740	TEMPORARY EMPLOYEES-FLOOD, KATHLEEN	12/14/2014	405.60
GENERAL FUND	SIERRA VISTA PERSONNEL	19740	TEMPORARY EMPLOYEES-FLOOD, KATHLEEN	12/14/2014	405.60
GENERAL FUND	SIERRA VISTA PERSONNEL	19780	TEMPORARY EMPLOYEES-FLOOD, KATHLEEN	12/28/2014	447.20
GENERAL FUND	SIERRA VISTA PERSONNEL	19792	TEMPORARY EMPLOYEES-FLOOD, KATHLEEN	01/04/2015	447.20
Total 10-54-34000 CONTRACT SERVICES:					1,705.60
<b>10-54-46542 ANIMAL SHELTER EXPENSES</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	CAT FOOD	01/05/2015	42.69
GENERAL FUND	BANK OF AMERICA	14-1209	SOFTWARE	01/05/2015	310.00
GENERAL FUND	BANK OF AMERICA	14-1209	INK	01/05/2015	29.11
GENERAL FUND	BANK OF AMERICA	14-1209	CAT & DOG FOOD	01/05/2015	69.15
GENERAL FUND	BANK OF AMERICA	14-1209	LITTER	01/05/2015	120.62
GENERAL FUND	CZAR CORPORATION	18502	VETERINARY SERVICES/ALEU	12/30/2014	70.00
GENERAL FUND	CZAR CORPORATION	1851	VETERINARY SERVICES/SEAMUS	01/02/2015	60.00
Total 10-54-46542 ANIMAL SHELTER EXPENSES:					701.57
<b>ADMINISTRATION &amp; GENERAL GOV'T</b>					
<b>10-55-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/CITY HALL	01/02/2015	379.37
Total 10-55-22550 SEWER AND GARBAGE SERV.:					379.37
<b>10-55-34000 CONTRACT SERVICES</b>					
GENERAL FUND	XEROX CORPORATION	77601316	DECEMBER COPY CHARGES	01/01/2015	1,090.15
Total 10-55-34000 CONTRACT SERVICES:					1,090.15
<b>10-55-37000 PROPERTY, CASUALTY, LIABILITY</b>					
GENERAL FUND	AZ MUNICIPAL RISK RTNTN PO	9084/9085	LIABILITY INS-A&GG	12/08/2014	30,802.77
Total 10-55-37000 PROPERTY, CASUALTY, LIABILITY:					30,802.77
<b>10-55-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE SMART	1289080	SUPPLIES	12/08/2014	55.32
GENERAL FUND	OFFICE SMART	1289080	SUPPLIES	12/08/2014	55.32
GENERAL FUND	OFFICE SMART	1291416	SUPPLIES	12/15/2014	30.01
GENERAL FUND	STAPLES ADVANTAGE	3252480241	OFFICE SUPPLIES	12/03/2014	33.92
Total 10-55-41500 OFFICE SUPPLIES:					63.93
<b>10-55-42040 ADVERTISING</b>					
GENERAL FUND	BISBEE OBSERVER	16960	AD/ AUCTION	12/24/2014	21.22
Total 10-55-42040 ADVERTISING:					21.22

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-55-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	PLAQUES-ENGRAVED	01/05/2015	39.92
GENERAL FUND	DISTINGUISHED PRODUCTS	140258	FLAGS/AGG	12/28/2014	196.00
Total 10-55-46000 OPERATIONAL EXPENSES:					235.92
<b>PERSONNEL</b>					
<b>10-56-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	SPRINGHILL SUITES - HOTEL - C. MOSS	01/05/2015	348.01
Total 10-56-13400 EDUCATION & TRAINING:					348.01
<b>10-56-13500 SUBSCRIPTIONS &amp; DUES</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	SHRM - MEMBERSHIP	01/05/2015	190.00
Total 10-56-13500 SUBSCRIPTIONS & DUES:					190.00
<b>10-56-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	OFFICE SUPPLIES	01/05/2015	83.41
Total 10-56-41500 OFFICE SUPPLIES:					83.41
<b>LEGAL SERVICES</b>					
<b>10-57-13500 SUBSCRIPTIONS &amp; DUES</b>					
GENERAL FUND	LEXIS NEXIS	1412188745	MONTHLY FEE ONLINE LEGAL/ SVC	12/31/2014	77.00
Total 10-57-13500 SUBSCRIPTIONS & DUES:					77.00
<b>10-57-31100 PROFESSIONAL FEES - LEGAL</b>					
GENERAL FUND	LAW OFFICE OF ANNE CARL P	946	LEGAL SERVICES PERFORMED 01/05/15-01/13/15	01/13/2015	2,124.00
Total 10-57-31100 PROFESSIONAL FEES - LEGAL:					2,124.00
<b>INFORMATION SYSTEMS</b>					
<b>10-59-24000 TELEPHONE &amp; FAX</b>					
GENERAL FUND	CENTURY LINK QCC	1325170649	LONG DISTANCE ALL DEPTS	01/09/2015	100.65
Total 10-59-24000 TELEPHONE & FAX:					100.65
<b>10-59-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	TRACHTMAN, SEAN	15-0108	COMPUTER SVC/AGG	01/08/2015	1,500.00
Total 10-59-31000 PROFESSIONAL FEES :					1,500.00
<b>10-59-34000 CONTRACT SERVICES</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	GO DADDY	01/05/2015	224.53
GENERAL FUND	BANK OF AMERICA	14-1209	GO DADDY	01/05/2015	1.99
Total 10-59-34000 CONTRACT SERVICES:					226.52
<b>10-59-55200 NON CAP EQUIP PURCHASES</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	AMAZON	01/05/2015	35.88
Total 10-59-55200 NON CAP EQUIP PURCHASES:					35.88
<b>POLICE DEPARTMENT</b>					



Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-62-11700 WORKERS COMPENSATION</b>					
GENERAL FUND	AMRRP- WORKER'S COMP FUN	15-0109	WORKERS COMP POLICE VLNTR	01/09/2015	823.46
Total 10-62-11700 WORKERS COMPENSATION:					823.46
<b>10-62-12300 UNIFORMS &amp; CLOTHING</b>					
GENERAL FUND	ASR - PIMA UNIFORMS	IVC9018298	BADGES	01/02/2015	286.44
Total 10-62-12300 UNIFORMS & CLOTHING :					286.44
<b>10-62-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	AMAZON	01/05/2015	146.99
GENERAL FUND	CORONADO, ROBERT	14-1209	REIMBURSE MEALS	01/02/2015	34.00
Total 10-62-13400 EDUCATION & TRAINING:					180.99
<b>10-62-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/POLICE	01/02/2015	139.27
Total 10-62-22550 SEWER AND GARBAGE SERV.:					139.27
<b>10-62-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472015946302	GAS-W. HWY 92-POLICE	01/09/2015	173.45
Total 10-62-23000 GAS:					173.45
<b>10-62-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMLPX-DOU	14-1229BPD	DOC LABOR CREW/BPD	12/29/2014	32.00
Total 10-62-34100 DOC WORKERS:					32.00
<b>10-62-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE SMART	1295755	SUPPLIES	01/02/2014	77.81
Total 10-62-41500 OFFICE SUPPLIES:					77.81
<b>10-62-42030 BOOKS &amp; REFERENCE MATERIALS</b>					
GENERAL FUND	MATTHEW BENDER & CO., INC	6741804X	DUI HANDBOOK/BPD	12/22/2014	14.55
Total 10-62-42030 BOOKS & REFERENCE MATERIALS:					14.55
<b>10-62-46624 MOVING, TOWING, STORAGE EXP</b>					
GENERAL FUND	BARNETT'S TOWING & OXYGE	14747	TOWING SVC/BPD	12/06/2014	95.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	14749	TOWING SVC/BPD	12/12/2014	95.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	14803	TOWING SVC/BPD	12/18/2014	95.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	14807	TOWING SVC/BPD	12/22/2014	95.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	14810	TOWING SVC/BPD	12/23/2014	95.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	14811	TOWING SVC/BPD	12/30/2014	95.00
GENERAL FUND	BARNETT'S TOWING & OXYGE	14815	TOWING SVC/BPD	12/31/2014	95.00
Total 10-62-46624 MOVING, TOWING, STORAGE EXP:					665.00
<b>10-62-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	133846	PAINT	12/15/2014	507.40
Total 10-62-50100 BLDG REPAIR & MAINT:					507.40

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-62-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
GENERAL FUND	DURHAM COMMUNICATIONS, I	45025	REPAIR VOLUME CONTROL SWITCH	01/02/2015	148.71
Total 10-62-55000 EQUIPMENT REPAIR & MAINT:					148.71
<b>10-62-61000 VEHICLE PARTS &amp; LABOR</b>					
GENERAL FUND	WILLCOX AUTO PARTS INC.	64786	AUTO PARTS	12/12/2014	459.22
GENERAL FUND	WILLCOX AUTO PARTS INC.	65002	AUTO PARTS	12/15/2014	44.29-
GENERAL FUND	WILLCOX AUTO PARTS INC.	65445	AUTO PARTS	12/19/2014	10.93
Total 10-62-61000 VEHICLE PARTS & LABOR:					425.86
<b>FIRE DEPARTMENT</b>					
<b>10-64-11400 A.P.S.P.R.S.</b>					
GENERAL FUND	PUBLIC SAFETY PERSONNEL	15-0109	Fire Ins Premium Tax Cr	01/09/2015	537.73-
Total 10-64-11400 A.P.S.P.R.S.:					537.73-
<b>10-64-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	ALCO	34503119	EDUCATION SUPPLIES	06/14/2014	36.00
Total 10-64-13400 EDUCATION & TRAINING:					36.00
<b>10-64-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03117013803-	WATER/192 HWY 92 FIRE	01/02/2015	56.67
Total 10-64-22000 WATER:					56.67
<b>10-64-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/FIRE ST. #1	01/02/2015	103.10
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/FIRE ST. #2	01/02/2015	103.10
Total 10-64-22550 SEWER AND GARBAGE SERV.:					206.20
<b>10-64-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472017056702	GAS-HWY 92 FIRE	01/09/2015	208.29
Total 10-64-23000 GAS:					208.29
<b>10-64-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	MG PATIENCE CPA	1071	CONTRACT SRVC EARNEST-PPE 12/12/14 & 12/19/	12/31/2014	1,524.00
GENERAL FUND	MG PATIENCE CPA	1073	CONTRACT SRVC EARNEST-PPE 12/26/14 & 01/02/	01/12/2015	1,524.00
Total 10-64-31000 PROFESSIONAL FEES :					3,048.00
<b>10-64-34000 CONTRACT SERVICES</b>					
GENERAL FUND	RICOH USA, INC	5033939202	COPIER MAINT AGRMNT	12/29/2014	619.11
Total 10-64-34000 CONTRACT SERVICES:					619.11
<b>10-64-34010 AMBULANCE BILLING SERVICES</b>					
GENERAL FUND	FRY FIRE DISTRICT	14-1101	AMBULANCE BILLING/NOV 14	11/14/2014	1,180.00
Total 10-64-34010 AMBULANCE BILLING SERVICES:					1,180.00
<b>10-64-37100 INSURANCE CLAIMS &amp; DEDUCTABLES</b>					
GENERAL FUND	AZ MUNICIPAL RISK RTNTN PO	13014529	INSURANCE CLAIM/CUNNINGHAM	01/07/2015	5,000.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-64-37100 INSURANCE CLAIMS & DEDUCTABLES:					5,000.00
<b>10-64-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	ALCO	34503217	TRAINING SUPPLIES	09/29/2014	83.05
Total 10-64-41500 OFFICE SUPPLIES:					83.05
<b>10-64-46641 MEDICAL SUPPLIES</b>					
GENERAL FUND	BARNETT'S TOWING & OXYGE	1425	OXYGEN & TANK RENTAL	12/12/2014	193.40
GENERAL FUND	BOUND TREE MEDICAL, LLC	81548091	MEDICAL SUPPLIES/BFD	09/18/2014	683.20
Total 10-64-46641 MEDICAL SUPPLIES:					876.60
<b>10-64-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	ACE HARDWARE	13825	BATTERY	12/05/2014	86.84
GENERAL FUND	ACE HARDWARE	13903	SPRAY PAINT	12/17/2014	52.07
GENERAL FUND	ACE HARDWARE	13904	BATTERIES	12/17/2014	11.94
GENERAL FUND	ACE HARDWARE	13905	BATTERIES	12/17/2014	42.32
GENERAL FUND	ACE HARDWARE	13915	BATTERIES	12/18/2014	11.71
GENERAL FUND	ACE HARDWARE	13961	FASTENERS, DRILL BIT	12/27/2014	31.02
GENERAL FUND	ACE HARDWARE	13962	RUST REMOVER	12/27/2014	6.51
GENERAL FUND	ACE HARDWARE	13963	RUST REMOVER	12/27/2014	16.79
GENERAL FUND	ACE HARDWARE	13970	CARPET CLEANING SUPPLIES	12/29/2014	19.49
GENERAL FUND	ACE HARDWARE	13971	CARPET CLEANER	12/29/2014	9.74
GENERAL FUND	ACE HARDWARE	14010	SCREWDRIVER	01/06/2015	25.05
GENERAL FUND	B&D LUMBER & HARDWARE	133938	STUCCO PATCH	12/19/2014	22.22
GENERAL FUND	B&D LUMBER & HARDWARE	134009	STUCCO PATCH	12/24/2014	44.44
GENERAL FUND	CHARLES E. CHAMNESS	14-1224	REPAIR OUTSIDE WALL	12/24/2014	437.50
Total 10-64-50100 BLDG REPAIR & MAINT:					817.64
<b>10-64-61000 VEHICLE PARTS &amp; LABOR</b>					
GENERAL FUND	WILLCOX AUTO PARTS INC.	63011	AUTO PARTS	12/02/2014	377.18
GENERAL FUND	WILLCOX AUTO PARTS INC.	63844	AUTO PARTS	12/02/2014	73.31
GENERAL FUND	WILLCOX AUTO PARTS INC.	64211	AUTO PARTS	12/05/2014	6.56
GENERAL FUND	WILLCOX AUTO PARTS INC.	64377	AUTO PARTS	12/08/2014	69.47
GENERAL FUND	WILLCOX AUTO PARTS INC.	64491	AUTO PARTS	12/11/2014	417.38
GENERAL FUND	WILLCOX AUTO PARTS INC.	64738	AUTO PARTS	12/11/2014	21.80
GENERAL FUND	WILLCOX AUTO PARTS INC.	64742	AUTO PARTS	12/11/2014	66.09
GENERAL FUND	WILLCOX AUTO PARTS INC.	65047	AUTO PARTS	12/15/2014	4.01
GENERAL FUND	WILLCOX AUTO PARTS INC.	65058	AUTO PARTS	12/13/2014	36.58
GENERAL FUND	WILLCOX AUTO PARTS INC.	65115	AUTO PARTS	12/16/2014	11.49
GENERAL FUND	WILLCOX AUTO PARTS INC.	65136	AUTO PARTS	12/16/2014	14.40
GENERAL FUND	WILLCOX AUTO PARTS INC.	65346	AUTO PARTS	12/18/2014	301.99
GENERAL FUND	WILLCOX AUTO PARTS INC.	65359	AUTO PARTS	12/18/2014	1.58
GENERAL FUND	WILLCOX AUTO PARTS INC.	65446	AUTO PARTS	12/19/2014	61.23
GENERAL FUND	WILLCOX AUTO PARTS INC.	65535	AUTO PARTS	12/19/2014	52.85
GENERAL FUND	WILLCOX AUTO PARTS INC.	65560	AUTO PARTS	12/20/2014	29.06
GENERAL FUND	WILLCOX AUTO PARTS INC.	65592	AUTO PARTS	12/20/2014	21.17
GENERAL FUND	WILLCOX AUTO PARTS INC.	65984	AUTO PARTS	12/27/2014	19.42
Total 10-64-61000 VEHICLE PARTS & LABOR:					1,438.75
<b>CITY MAGISTRATE</b>					
<b>10-68-31000 PROFESSIONAL FEES</b>					
GENERAL FUND	AMBROSE, ADAM	1	CONTRACT SERVICES	01/01/2015	500.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND	AMBROSE, ADAM	2	CONTRACT SERVICES	01/15/2015	500.00
Total 10-68-31000 PROFESSIONAL FEES:					1,000.00
<b>CEMETERY</b>					
<b>10-70-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/CEMETERY	01/02/2015	49.31
Total 10-70-22550 SEWER AND GARBAGE SERV.:					49.31
<b>BUILDING &amp; MAINTENANCE</b>					
<b>10-74-34000 CONTRACT SERVICES</b>					
GENERAL FUND	CENTRAL ALARM INC.	756837	BURGLAR & FIRE MONITORING 1/1/15-3/31/15	01/01/2015	147.00
GENERAL FUND	OLANDER PEST CONTROL SER	SO-1218	PEST CNTRL SRVCS/SEAGO	12/17/2014	35.00
Total 10-74-34000 CONTRACT SERVICES:					182.00
<b>10-74-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMPLX-DOU	14-1212BM	DOC LABOR CREW/BM	12/12/2014	45.00
GENERAL FUND	AZ STATE PRISON CMPLX-DOU	14-1212PW	DOC LABOR CREW/PW	12/12/2014	212.25
GENERAL FUND	AZ STATE PRISON CMPLX-DOU	14-1229BM	DOC LABOR CREW/BM	12/29/2014	49.50
GENERAL FUND	AZ STATE PRISON CMPLX-DOU	14-1229PW	DOC LABOR CREW/PW	12/29/2014	223.25
Total 10-74-34100 DOC WORKERS:					530.00
<b>10-74-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	134071	TOTE, OIL RADIATOR HEATER	12/30/2014	96.99
GENERAL FUND	B&D LUMBER & HARDWARE	134147	MITER SAW W/ LASER	01/06/2014	169.13
Total 10-74-45100 DISPOSABLE EQUIP & TOOLS:					266.12
<b>10-74-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	ACE HARDWARE	13882	BLADE, LOPPER	12/15/2014	102.03
GENERAL FUND	B&D LUMBER & HARDWARE	133846	SUPPLIES	12/15/2014	76.24
GENERAL FUND	B&D LUMBER & HARDWARE	133860	SIKALATEXR	12/15/2014	15.93
GENERAL FUND	B&D LUMBER & HARDWARE	133869	STUCCO PATCH	12/16/2014	27.33
GENERAL FUND	B&D LUMBER & HARDWARE	133870	TRAY LINER, FLAT PAINT	12/16/2014	33.20
GENERAL FUND	B&D LUMBER & HARDWARE	133983	MASKING TAPE	12/23/2014	35.43
GENERAL FUND	B&D LUMBER & HARDWARE	133984	PAINT	12/23/2014	125.64
GENERAL FUND	B&D LUMBER & HARDWARE	134031	ENAMEL PAINT, HDWD	12/29/2014	126.70
GENERAL FUND	B&D LUMBER & HARDWARE	134032	KEYS	12/29/2014	5.07
GENERAL FUND	B&D LUMBER & HARDWARE	134075	GLIDE BRUSH, MASKING TAPE	12/31/2014	34.46
GENERAL FUND	B&D LUMBER & HARDWARE	134127	KEYS	01/05/2015	6.04
GENERAL FUND	B&D LUMBER & HARDWARE	134148	HDWD BASE	01/06/2015	130.45
GENERAL FUND	BISBEE ELECTRIC	117416	TROUBLESHOO/POWER OUT	12/15/2014	74.06
Total 10-74-50100 BLDG REPAIR & MAINT:					794.58
<b>PUBLIC WORKS ADMINISTRATION</b>					
<b>10-75-11700 WORKERS COMPENSATION</b>					
GENERAL FUND	AMRRP- WORKER'S COMP FUN	15-0109	WORKERS COMP PW ADMIN VLNTR	01/09/2015	35.57
Total 10-75-11700 WORKERS COMPENSATION:					35.57
<b>10-75-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/404 BISBEE RD.	01/02/2015	82.79

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-75-22550 SEWER AND GARBAGE SERV.:					82.79
<b>10-75-34000 CONTRACT SERVICES</b>					
GENERAL FUND	XEROX CORPORATION	77299422	BASE CHARGE/PW	12/09/2014	569.24
Total 10-75-34000 CONTRACT SERVICES:					569.24
<b>10-75-41500 OFFICE SUPPLIES</b>					
GENERAL FUND	OFFICE SMART	1294401	CALENDAR	12/26/2014	21.99
Total 10-75-41500 OFFICE SUPPLIES:					21.99
<b>10-75-42040 ADVERTISING</b>					
GENERAL FUND	BISBEE OBSERVER	16923	AD/ DISPLAY	12/24/2014	120.93
Total 10-75-42040 ADVERTISING:					120.93
<b>GARAGE</b>					
<b>10-77-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/GARAGE	01/02/2015	85.48
Total 10-77-22550 SEWER AND GARBAGE SERV.:					85.48
<b>10-77-23000 GAS</b>					
GENERAL FUND	SOUTHWEST GAS CORPORATI	472100101800	GAS-GARAGE	01/09/2015	256.21
Total 10-77-23000 GAS:					256.21
<b>10-77-34000 CONTRACT SERVICES</b>					
GENERAL FUND	BARNETT'S TOWING & OXYGE	1426	OXYGEN & TANK RENTAL	12/31/2014	37.36
GENERAL FUND	OLANDER PEST CONTROL SER	CG-1218	PEST CNTRL SRVCS /GARAGE	12/17/2014	50.00
GENERAL FUND	PRUDENTIAL OVERALL SUPPL	210629187	UNIFORMS/GARAGE	12/04/2014	24.10
GENERAL FUND	PRUDENTIAL OVERALL SUPPL	210631964	UNIFORMS/GARAGE	09/11/2014	24.10
GENERAL FUND	PRUDENTIAL OVERALL SUPPL	210634916	UNIFORMS/GARAGE	12/18/2014	24.10
Total 10-77-34000 CONTRACT SERVICES:					159.66
<b>BUILDING INSPECTOR</b>					
<b>10-79-13400 EDUCATION &amp; TRAINING</b>					
GENERAL FUND	WARD, JOE	ICCO8125	ICC CERT./ TRAINING	12/03/2014	69.00
Total 10-79-13400 EDUCATION & TRAINING:					69.00
<b>10-79-42000 ADMIN SPECIAL SUPPLIES</b>					
GENERAL FUND	WARD, JOE	1056452840	OFFICE SUPPLIES	12/18/2014	12.15
Total 10-79-42000 ADMIN SPECIAL SUPPLIES:					12.15
<b>PARKS</b>					
<b>10-80-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03117017901-	WATER/TIN TOWN PARK	01/02/2015	20.00
GENERAL FUND	AZ WATER COMPANY	03117047651-	WATER/GALENA PARK	01/02/2015	1.85
Total 10-80-22000 WATER:					21.85

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>10-80-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/VISTA PARK	01/02/2015	49.31
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/POOL	01/02/2015	65.19
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/PARK MAIN ST.	01/02/2015	65.19
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/GARFIELD PARK	01/02/2015	17.59
Total 10-80-22550 SEWER AND GARBAGE SERV.:					197.28
<b>10-80-34000 CONTRACT SERVICES</b>					
GENERAL FUND	LAL ENTERPRISES, INC	21697	PORTA POTS	08/31/2014	126.00-
GENERAL FUND	LAL ENTERPRISES, INC	21697-1	PORTA POTS	08/31/2014	126.00-
GENERAL FUND	LAL ENTERPRISES, INC	21697-2	PORTA POTS	08/31/2014	126.00
GENERAL FUND	LAL ENTERPRISES, INC	21697-3	PORTA POTS	08/31/2014	126.00
GENERAL FUND	LAL ENTERPRISES, INC	21981	PORTA POTS	11/30/2014	126.00-
GENERAL FUND	LAL ENTERPRISES, INC	21981-1	PORTA POTS	11/30/2014	126.00
GENERAL FUND	LAL ENTERPRISES, INC	21981-2	PORTA POTS	11/30/2014	126.00
GENERAL FUND	LAL ENTERPRISES, INC	22052	PORTA POTS	12/01/2014	240.00-
GENERAL FUND	LAL ENTERPRISES, INC	22052-1	PORTA POTS	12/01/2014	240.00
GENERAL FUND	LAL ENTERPRISES, INC	22052-2	PORTA POTS	12/01/2014	240.00
GENERAL FUND	LAL ENTERPRISES, INC	22078	PORTA POTS	01/23/2014	126.00
GENERAL FUND	LAL ENTERPRISES, INC	FCBUC00004	LATE CHARGE	11/30/2014	10.00-
GENERAL FUND	LAL ENTERPRISES, INC	FCBUC00004-	LATE CHARGE	11/30/2014	10.00
GENERAL FUND	LAL ENTERPRISES, INC	FCBUC00004-	LATE CHARGE	11/30/2014	10.00
GENERAL FUND	PRUDENTIAL OVERALL SUPPL	210631961	UNIFORMS/PARKS	12/11/2014	22.17
GENERAL FUND	PRUDENTIAL OVERALL SUPPL	210634913	UNIFORMS/PARKS	12/18/2014	22.17
GENERAL FUND	PRUDENTIAL OVERALL SUPPL	210637399	UNIFORMS/PARKS	12/25/2014	22.17
Total 10-80-34000 CONTRACT SERVICES:					568.51
<b>10-80-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMLX-DOU	14-1212PK1	DOC LABOR CREW/PKS	12/12/2014	112.50
GENERAL FUND	AZ STATE PRISON CMLX-DOU	14-1212PK2	DOC LABOR CREW/PKS	12/12/2014	135.50
GENERAL FUND	AZ STATE PRISON CMLX-DOU	14-1229PK1	DOC LABOR CREW/PKS	12/29/2014	157.50
GENERAL FUND	AZ STATE PRISON CMLX-DOU	14-1229PK2	DOC LABOR CREW/PKS	12/29/2014	119.00
Total 10-80-34100 DOC WORKERS:					524.50
<b>10-80-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	134034	ENGINE OIL, A/C SLEEVE	12/29/2014	31.05
Total 10-80-46000 OPERATIONAL EXPENSES:					31.05
<b>10-80-46801 REC PROGRAMS/SPECIAL EVENTS</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	133912	EXT. CORDS	12/18/2014	9.25
GENERAL FUND	B&D LUMBER & HARDWARE	133916	LIGHT CLIP PACK	12/18/2014	4.63
GENERAL FUND	B&D LUMBER & HARDWARE	133917	SNOW SCOOP	12/18/2014	28.02
GENERAL FUND	B&D LUMBER & HARDWARE	133918	SNOW SCOOP	12/18/2014	11.74-
GENERAL FUND	BANK OF AMERICA	14-1209	FESTIVAL OF LIGHTS	01/05/2015	27.92
GENERAL FUND	BANK OF AMERICA	14-1209	FESTIVAL OF LIGHTS	01/05/2015	97.90
GENERAL FUND	BANK OF AMERICA	14-1209	FESTIVAL OF LIGHTS	01/05/2015	38.96
Total 10-80-46801 REC PROGRAMS/SPECIAL EVENTS:					194.94
<b>10-80-46802 LANDSCAPING MATERIALS</b>					
GENERAL FUND	B&D LUMBER & HARDWARE	134096	LAWN FOOD	01/02/2015	28.97

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-80-46802 LANDSCAPING MATERIALS:					28.97
<b>10-80-61000 REPAIRS &amp; MAINT - VEHICLES</b>					
GENERAL FUND	WILLCOX AUTO PARTS INC.	64191	AUTO PARTS	12/05/2014	82.72
GENERAL FUND	WILLCOX AUTO PARTS INC.	64476	AUTO PARTS	12/09/2014	248.35
GENERAL FUND	WILLCOX AUTO PARTS INC.	66024	AUTO PARTS	12/29/2014	5.63
Total 10-80-61000 REPAIRS & MAINT - VEHICLES:					336.70
<b>LIBRARY</b>					
<b>10-83-11700 WORKERS COMPENSATION</b>					
GENERAL FUND	AMRRP- WORKER'S COMP FUN	15-0109	WORKERS COMP LIBRARY VLNTR	01/09/2015	86.39
Total 10-83-11700 WORKERS COMPENSATION:					86.39
<b>10-83-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/LIBRARY	01/02/2015	103.10
Total 10-83-22550 SEWER AND GARBAGE SERV.:					103.10
<b>10-83-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMLX-DOU	14-1229LIB	DOC LABOR CREW/LIB	12/29/2014	32.00
Total 10-83-34100 DOC WORKERS:					32.00
<b>10-83-43500 POSTAGE</b>					
GENERAL FUND	PITNEY BOWES INC	14-1216	POSTAGE METER SVC /LIB	12/16/2014	225.99
Total 10-83-43500 POSTAGE:					225.99
<b>10-83-46000 OPERATIONAL EXPENSES</b>					
GENERAL FUND	DEMCO INCORPORATED	5481357	PROCESSING SUPPLIES	12/16/2014	534.33
Total 10-83-46000 OPERATIONAL EXPENSES:					534.33
<b>SENIOR CITIZENS CENTER</b>					
<b>10-85-22000 WATER</b>					
GENERAL FUND	AZ WATER COMPANY	03117021951-	WATER/COLLINS RD - SC	01/02/2015	102.99
Total 10-85-22000 WATER:					102.99
<b>10-85-22550 SEWER AND GARBAGE SERV.</b>					
GENERAL FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/SENIOR CENTER	01/02/2015	65.19
Total 10-85-22550 SEWER AND GARBAGE SERV.:					65.19
<b>10-85-34000 CONTRACT SERVICES</b>					
GENERAL FUND	AMERIGAS-SIERRA VISTA	3035813026	PROPANE GAS	12/20/2014	1,557.41
GENERAL FUND	OLANDER PEST CONTROL SER	SC-1218	PEST CNTRL SRVCS/SENIOR CTR	12/17/2014	50.00
Total 10-85-34000 CONTRACT SERVICES:					1,607.41
<b>10-85-34085 COORDINATOR CONTRIBUTIONS</b>					
GENERAL FUND	BISBEE SENIOR ASSOCIATION	32	MONTHLY CONTRIBUTION	01/01/2015	616.63

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 10-85-34085 COORDINATOR CONTRIBUTIONS:					616.63
<b>10-85-34100 DOC WORKERS</b>					
GENERAL FUND	AZ STATE PRISON CMPLX-DOU	14-1212SC	DOC LABOR CREW/SC	12/12/2014	44.50
GENERAL FUND	AZ STATE PRISON CMPLX-DOU	14-1229SC	DOC LABOR CREW/SC	12/29/2014	60.00
Total 10-85-34100 DOC WORKERS:					104.50
<b>10-85-50100 BLDG REPAIR &amp; MAINT</b>					
GENERAL FUND	BANK OF AMERICA	14-1209	RUG CLEANER	01/05/2015	9.78
Total 10-85-50100 BLDG REPAIR & MAINT:					9.78
<b>GENERAL GOVERNMENT GRANTS</b>					
<b>11-30-22521 BAKERVILLE V</b>					
GENERAL GOVERNMENT GRANTS	SEAGO	14-1219	FLOOD STUDY CONTRACT 124-14	12/19/2014	3,000.00
Total 11-30-22521 BAKERVILLE V:					3,000.00
<b>TRANSIENT ROOM TAX FUND EXPENDITURES</b>					
<b>20-40-11700 WORKERS COMPENSATION</b>					
TRANSIENT ROOM TAX	AMRRP- WORKER'S COMP FUN	15-0109	WORKERS COMP VS VLNTR	01/09/2015	50.82
Total 20-40-11700 WORKERS COMPENSATION:					50.82
<b>20-40-13400 EDUCATION &amp; TRAINING</b>					
TRANSIENT ROOM TAX	BANK OF AMERICA	14-1209	AZ OFFICE OF TOURISM TOUR	01/05/2015	112.29
Total 20-40-13400 EDUCATION & TRAINING:					112.29
<b>20-40-42040 ADVERTISING</b>					
TRANSIENT ROOM TAX	CITIES WEST PUBLISHING, INC	928974	FULL PAGE-PHOENIX MAGAZINE	12/08/2014	2,592.08
TRANSIENT ROOM TAX	COCHISE COUNTY TREASURE	14-1217	CCTC TOURISM COB SHARE	12/17/2014	5,286.00
TRANSIENT ROOM TAX	LAMAR ADVERTISING OF PHO	105623625	ELECTRONIC BILLBOARDS I-17 E/O 7TH STREET	12/22/2014	500.00
TRANSIENT ROOM TAX	LAMAR ADVERTISING OF PHO	105623625	ELECTRONIC BILLBOARDS I-10 S/L W/O 83RD AVE	12/22/2014	500.00
TRANSIENT ROOM TAX	MADDEN MEDIA	201406902	PHOENIX TRAVEL GUIDE 14-15	12/09/2014	4,291.78
TRANSIENT ROOM TAX	MADDEN MEDIA	201407156	VALLEY GUIDE WINTER ISSUE	12/26/2014	1,652.99
Total 20-40-42040 ADVERTISING:					14,822.85
<b>20-40-43500 POSTAGE</b>					
TRANSIENT ROOM TAX	BANK OF AMERICA	14-1209	POSTAGE	01/05/2015	92.43
TRANSIENT ROOM TAX	BANK OF AMERICA	14-1209	POSTAGE	01/05/2015	143.82
TRANSIENT ROOM TAX	BANK OF AMERICA	14-1209	POSTAGE	01/05/2015	23.10
Total 20-40-43500 POSTAGE:					259.35
<b>STREETS FUND EXPENDITURES</b>					
<b>21-40-21000 ELECTRIC</b>					
STREETS	AZ PUBLIC SERVICE (2 of 3)	564251281-12-	Electric Service-AZ STREET LIGHTS	01/09/2015	4,838.38
STREETS	AZ PUBLIC SERVICE (3 of 3)	AR0480004317	STREET LIGHTS/STREETS	12/22/2014	1,119.12



Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 21-40-21000 ELECTRIC:					5,957.50
<b>21-40-23000 GAS</b>					
STREETS	SOUTHWEST GAS CORPORATI	472100101800	GAS-STREETS	01/09/2015	128.10
Total 21-40-23000 GAS:					128.10
<b>21-40-34000 CONTRACT SERVICES</b>					
STREETS	PRUDENTIAL OVERALL SUPPL	210629188	UNIFORMS STREETS	12/04/2014	18.49
STREETS	PRUDENTIAL OVERALL SUPPL	210631965	UNIFORMS STREETS	12/11/2014	18.49
STREETS	PRUDENTIAL OVERALL SUPPL	210634917	UNIFORMS STREETS	12/18/2014	18.49
Total 21-40-34000 CONTRACT SERVICES:					55.47
<b>21-40-34100 DOC WORKERS</b>					
STREETS	AZ STATE PRISON CMLX-DOU	14-1212STR	DOC LABOR CREW/STR	12/12/2014	40.50
STREETS	AZ STATE PRISON CMLX-DOU	14-1229STR	DOC LABOR CREW/STR	12/29/2014	72.00
Total 21-40-34100 DOC WORKERS:					112.50
<b>21-40-37000 PROPERTY, CASUALTY, LIABILITY</b>					
STREETS	AZ MUNICIPAL RISK RTNTN PO	9084/9085	LIABILITY INS-STR.	12/08/2014	9,475.70
Total 21-40-37000 PROPERTY, CASUALTY, LIABILITY:					9,475.70
<b>21-40-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
STREETS	ACE HARDWARE	13933	CHAINSAW CHAIN	12/22/2014	58.62
Total 21-40-45100 DISPOSABLE EQUIP & TOOLS:					58.62
<b>21-40-46000 OPERATIONAL EXPENSES</b>					
STREETS	ACE HARDWARE	13988	CHAINSAW LABOR	12/13/2014	8.47
STREETS	ACE HARDWARE	14013	EXTRACTOR, SCREWDRIVER	01/06/2015	37.99
STREETS	B&D LUMBER & HARDWARE	133808	IMPACT SET	12/12/2014	27.05
STREETS	B&D LUMBER & HARDWARE	133872	LUMBER, PREMIX CONCRETE	12/16/2014	90.57
STREETS	B&D LUMBER & HARDWARE	133878	PREMIX CONCRETE	12/16/2014	21.76
STREETS	B&D LUMBER & HARDWARE	133890	ENGINE OIL	12/17/2014	17.04
STREETS	B&D LUMBER & HARDWARE	133910	CABLE TIES	12/18/2014	11.86
STREETS	B&D LUMBER & HARDWARE	133923	CUBE TAP	12/18/2014	6.94
STREETS	B&D LUMBER & HARDWARE	134060	BRUSH, TRAY LINER	12/30/2014	5.93
STREETS	B&D LUMBER & HARDWARE	134069	AXE, BLADE SIGN, BOW SAW	12/30/2014	82.87
STREETS	B&D LUMBER & HARDWARE	134080	BUNGEY ASST.	12/31/2014	9.65
STREETS	B&D LUMBER & HARDWARE	134120	BOW SAW, AXE, PAINT	01/05/2015	72.46
STREETS	B&D LUMBER & HARDWARE	134121	OIL, B&C GALLON	01/05/2014	15.63
STREETS	PHOENIX WELDING SUPPLY	76625	HINGE, KNOB	09/17/2014	152.18
STREETS	PHOENIX WELDING SUPPLY	77980	FLAP DISC, CLAMP	12/11/2014	153.35
STREETS	ROADSAFE TRAFFIC SYSTEMS	29493	PAINT	12/02/2014	843.18
Total 21-40-46000 OPERATIONAL EXPENSES:					1,556.93
<b>21-40-46211 STREET REPAIR MATERIAL</b>					
STREETS	WESTERN EMULISONS, INC	24404	TACK OIL - STREETS	12/22/2014	583.74
Total 21-40-46211 STREET REPAIR MATERIAL:					583.74

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>21-40-61000 VEHICLE PARTS &amp; LABOR</b>					
STREETS	WILLCOX AUTO PARTS INC.	63709	AUTO PARTS	12/01/2014	44.25
STREETS	WILLCOX AUTO PARTS INC.	64091	AUTO PARTS	12/04/2014	64.03
STREETS	WILLCOX AUTO PARTS INC.	64486	AUTO PARTS	12/09/2014	11.94
STREETS	WILLCOX AUTO PARTS INC.	64587	AUTO PARTS	12/10/2014	253.80
STREETS	WILLCOX AUTO PARTS INC.	65035	AUTO PARTS	12/15/2014	20.69
STREETS	WILLCOX AUTO PARTS INC.	65281	AUTO PARTS	12/17/2014	29.96
STREETS	WILLCOX AUTO PARTS INC.	65287	AUTO PARTS	12/17/2014	12.59
STREETS	WILLCOX AUTO PARTS INC.	65303	AUTO PARTS	12/17/2014	65.72
STREETS	WILLCOX AUTO PARTS INC.	65466	AUTO PARTS	12/19/2014	13.94
STREETS	WILLCOX AUTO PARTS INC.	65638	AUTO PARTS	12/22/2014	101.26
STREETS	WILLCOX AUTO PARTS INC.	65666	AUTO PARTS	12/22/2014	4.13
STREETS	WILLCOX AUTO PARTS INC.	66133	AUTO PARTS	12/30/2014	3.24
STREETS	WILLCOX AUTO PARTS INC.	66206	AUTO PARTS	12/30/2014	10.09
Total 21-40-61000 VEHICLE PARTS & LABOR:					635.64
<b>21-40-62003 GASOLINE</b>					
STREETS	SENERGY PETROLEUM	131707	STREETS FUEL/UNLEADED	12/18/2014	2,997.28
STREETS	SENERGY PETROLEUM	133608	STREETS FUEL/UNLEADED	12/29/2014	1,991.00
Total 21-40-62003 GASOLINE:					4,988.28
<b>21-40-62004 DIESEL</b>					
STREETS	SENERGY PETROLEUM	131707	STREETS FUEL/DIESEL	12/18/2014	1,001.84
STREETS	SENERGY PETROLEUM	133608	STREETS FUEL/DIESEL	12/29/2014	1,039.13
Total 21-40-62004 DIESEL:					2,040.97
<b>MISC. DONATIONS</b>					
<b>FUND EXPENDITURES</b>					
<b>48-40-22513 AZ COMM FOUNDATION-SHELTER MED</b>					
MISC. DONATIONS	CZAR CORPORATION	158	VETERINARY SERVICES/DRIFTER	12/31/2014	25.00
MISC. DONATIONS	CZAR CORPORATION	18452	VETERINARY SERVICES/PEBBLES	12/23/2014	254.00
MISC. DONATIONS	CZAR CORPORATION	18461	VETERINARY SERVICES/SEAMUS	12/26/2014	57.00
MISC. DONATIONS	CZAR CORPORATION	18469	VETERINARY SERVICES/HERSHEY	12/29/2014	90.00
MISC. DONATIONS	CZAR CORPORATION	18583	VETERINARY SERVICES/DUTCHESS	01/09/2015	100.00
MISC. DONATIONS	CZAR CORPORATION	18583	VETERINARY SERVICES/TAZMANIAN	01/09/2015	177.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	20141212	VETERINARY SERVICES/KOKIAK, PONGO, PEBBL	12/12/2014	385.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	20141212	VETERINARY SERVICES/CHEETOH	12/12/2014	150.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	20141212	VETERINARY SERVICES/HERSHEY	12/12/2014	40.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	20141212	VETERINARY SERVICES/CASEY	12/12/2014	15.00
MISC. DONATIONS	GEIGER MOBILE VETERINARY	20141212	VETERINARY SERVICES/SOPHIE	12/12/2014	80.00
Total 48-40-22513 AZ COMM FOUNDATION-SHELTER MED:					1,353.00
<b>AIRPORT FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>50-40-21000 ELECTRIC</b>					
AIRPORT FUND	AZ PUBLIC SERVICE (2 of 3)	468101283-12-	ELEC-AIRPORT	01/02/2015	339.17
Total 50-40-21000 ELECTRIC:					339.17
<b>50-40-22550 SEWER AND GARBAGE SERV.</b>					
AIRPORT FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/AIRPORT	01/02/2015	19.34

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 50-40-22550 SEWER AND GARBAGE SERV.:					19.34
<b>50-40-23000 GAS</b>					
AIRPORT FUND	SOUTHWEST GAS CORPORATI	472018093602	GAS-AIRPORT RD	01/09/2015	125.22
Total 50-40-23000 GAS:					125.22
<b>50-40-50100 BLDG REPAIR &amp; MAINT</b>					
AIRPORT FUND	B&D LUMBER & HARDWARE	134026	MILDEW PAINT, SCOURING STICK	12/27/2014	34.07
AIRPORT FUND	B&D LUMBER & HARDWARE	134111	BULLS EYE FLAPPER	01/02/2014	4.66
Total 50-40-50100 BLDG REPAIR & MAINT:					38.73
<b>SEWER FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>54-40-21000 ELECTRIC</b>					
SEWER FUND	AZ PUBLIC SERVICE (2 of 3)	625035286-12-	ELEC-940 W. PURDY LN.	01/09/2015	7,494.27
Total 54-40-21000 ELECTRIC:					7,494.27
<b>54-40-34100 DOC WORKERS</b>					
SEWER FUND	AZ STATE PRISON CMLPX-DOU	14-1229WW	DOC LABOR CREW/WW	12/29/2014	52.00
Total 54-40-34100 DOC WORKERS:					52.00
<b>54-40-37000 PROPERTY, CASUALTY, LIABILITY</b>					
SEWER FUND	AZ MUNICIPAL RISK RTNTN PO	9084/9085	LIABILITY INS-SEW.	12/08/2014	13,958.40
Total 54-40-37000 PROPERTY, CASUALTY, LIABILITY:					13,958.40
<b>54-40-41500 OFFICE SUPPLIES</b>					
SEWER FUND	ALCO	34503168	PENS	08/09/2014	3.87
Total 54-40-41500 OFFICE SUPPLIES:					3.87
<b>54-40-45100 DISPOSABLE EQUIP &amp; TOOLS</b>					
SEWER FUND	B&D LUMBER & HARDWARE	134097	SHOP TOWEL	01/02/2015	10.41
Total 54-40-45100 DISPOSABLE EQUIP & TOOLS:					10.41
<b>54-40-45300 CUSTODIAL SUPPLIES</b>					
SEWER FUND	B&D LUMBER & HARDWARE	134039	HAND SANITIZER	12/29/2014	2.22
Total 54-40-45300 CUSTODIAL SUPPLIES:					2.22
<b>54-40-46000 OPERATIONAL EXPENSES</b>					
SEWER FUND	GRAINGER	9629038291	WHEEL CHOCK	12/30/2014	54.56
Total 54-40-46000 OPERATIONAL EXPENSES:					54.56
<b>54-40-46542 LAB SUPPLIES &amp; TESTING</b>					
SEWER FUND	USA BLUEBOOK	528854	SETTLEMETER KIT	12/24/2014	111.04
Total 54-40-46542 LAB SUPPLIES & TESTING:					111.04

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>54-40-46543 MANHOLE, PIPE &amp; FITTINGS</b>					
SEWER FUND	ACE HARDWARE	13994	PVC PRIMER, ELBOW	01/04/2015	14.51
SEWER FUND	ACE HARDWARE	13995	PVC PIPE	01/14/2015	1.40
SEWER FUND	B&D LUMBER & HARDWARE	134117	PVC PIPE, INSULATION	01/03/2015	37.93
SEWER FUND	B&D LUMBER & HARDWARE	134123	ABS CEMENT	01/05/2015	20.49
SEWER FUND	B&D LUMBER & HARDWARE	134145	PREMIX CONCRETE PATCH	01/06/2015	58.51
Total 54-40-46543 MANHOLE, PIPE & FITTINGS:					132.84
<b>54-40-46544 SLUDGE REMOVAL</b>					
SEWER FUND	ACE HARDWARE	13973	POLY FILM	12/19/2014	58.62
SEWER FUND	ACE HARDWARE	14011	FILM POLY	01/05/2014	28.96
Total 54-40-46544 SLUDGE REMOVAL:					87.58
<b>54-40-47000 PERMITS &amp; LICENSES</b>					
SEWER FUND	AZ DEPT OF ENVIRONMENTAL	0000195454X	WQL WATER QUALITY-BILLING 11/21/14-12/20/14	12/16/2014	2,497.04
Total 54-40-47000 PERMITS & LICENSES:					2,497.04
<b>54-40-50100 BLDG REPAIR &amp; MAINT</b>					
SEWER FUND	ACE HARDWARE	14011	NOZZLE, COUPLERS, NIPPLE, BUSHING	01/05/2014	46.39
Total 54-40-50100 BLDG REPAIR & MAINT:					46.39
<b>54-40-55000 EQUIPMENT REPAIR &amp; MAINT</b>					
SEWER FUND	GRAINGER	9626976279	SENSOR, INDUCTIVE	12/26/2014	94.99
SEWER FUND	UV DOCTOR LAMPS LLC	8638	QUARTZ SLEEVE, VITON O-RING	12/23/2014	3,371.34
SEWER FUND	WILLCOX AUTO PARTS INC.	65657	AUTO PARTS	12/22/2014	12.64
Total 54-40-55000 EQUIPMENT REPAIR & MAINT:					3,478.97
<b>54-40-61000 VEHICLE PARTS &amp; LABOR</b>					
SEWER FUND	WILLCOX AUTO PARTS INC.	64379	AUTO PARTS	12/08/2014	13.59
SEWER FUND	WILLCOX AUTO PARTS INC.	64785	AUTO PARTS	12/12/2014	4.68
SEWER FUND	WILLCOX AUTO PARTS INC.	65226	AUTO PARTS	12/17/2014	35.41
Total 54-40-61000 VEHICLE PARTS & LABOR:					53.68
<b>SANITATION FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>56-40-12300 UNIFORMS &amp; CLOTHING</b>					
SANITATION FUND	ACE HARDWARE	13985	BOOT BRN ST	12/31/2014	108.59
Total 56-40-12300 UNIFORMS & CLOTHING :					108.59
<b>56-40-23000 GAS</b>					
SANITATION FUND	SOUTHWEST GAS CORPORATI	472100101800	GAS-SANITATION	01/09/2015	128.10
Total 56-40-23000 GAS:					128.10
<b>56-40-34000 CONTRACT SERVICES</b>					
SANITATION FUND	PRUDENTIAL OVERALL SUPPL	210629189	UNIFORMS/SANITATION	12/04/2014	55.92
SANITATION FUND	PRUDENTIAL OVERALL SUPPL	210631966	UNIFORMS/SANITATION	12/11/2014	55.92
SANITATION FUND	PRUDENTIAL OVERALL SUPPL	210634918	UNIFORMS/SANITATION	12/18/2014	75.38
SANITATION FUND	SERGIO RIVERA	14-1219	COL RMBRSMT/SAN	12/19/2014	75.00
SANITATION FUND	TAPIA, MIGUEL	15-0105	COL REIMBURSEMENT	01/05/2015	75.00

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 56-40-34000 CONTRACT SERVICES:					337.22
<b>56-40-34100 DOC WORKERS</b>					
SANITATION FUND	AZ STATE PRISON CMLX-DOU	14-1212SAN	DOC LABOR CREW/SAN	12/12/2014	109.75
SANITATION FUND	AZ STATE PRISON CMLX-DOU	14-1212SAN1	DOC LABOR CREW/SAN	12/12/2014	63.00
SANITATION FUND	AZ STATE PRISON CMLX-DOU	14-1229SAN	DOC LABOR CREW/SAN	12/29/2014	135.00
SANITATION FUND	AZ STATE PRISON CMLX-DOU	14-1229SAN2	DOC LABOR CREW/SAN	12/29/2014	72.00
Total 56-40-34100 DOC WORKERS:					379.75
<b>56-40-37000 PROPERTY, CASUALTY, LIABILITY</b>					
SANITATION FUND	AZ MUNICIPAL RISK RTNTN PO	9084/9085	LIABILITY INS-SAN.	12/08/2014	5,866.28
Total 56-40-37000 PROPERTY, CASUALTY, LIABILITY:					5,866.28
<b>56-40-46000 OPERATIONAL EXPENSES</b>					
SANITATION FUND	B&D LUMBER & HARDWARE	133911	AX HANDLE, MANURE FORK	12/18/2014	92.27
SANITATION FUND	B&D LUMBER & HARDWARE	134139	ANCHORS, SCREWS	01/06/2015	10.90
SANITATION FUND	BISBEE OBSERVER	16952	LEGAL AD	12/24/2014	33.56
Total 56-40-46000 OPERATIONAL EXPENSES:					136.73
<b>56-40-46562 RECYCLING PROGRAM</b>					
SANITATION FUND	TURQUOISE VALLEY INCORPO	14-1112	PROPANE	11/12/2014	117.93
Total 56-40-46562 RECYCLING PROGRAM:					117.93
<b>56-40-61000 VEHICLE PARTS &amp; LABOR</b>					
SANITATION FUND	FREIGHTLINER OF ARIZONA	R004013264:0	TORN SERVICE BRAKE DIAPHRAM	12/11/2014	1,059.29
SANITATION FUND	WILLCOX AUTO PARTS INC.	63944	AUTO PARTS	12/01/2014	58.31
SANITATION FUND	WILLCOX AUTO PARTS INC.	65444	AUTO PARTS	12/19/2014	44.87
SANITATION FUND	WILLCOX AUTO PARTS INC.	66010	AUTO PARTS	12/29/2014	58.58
Total 56-40-61000 VEHICLE PARTS & LABOR:					1,221.05
<b>56-40-62002 TIRES</b>					
SANITATION FUND	W R RYAN - FIRESTONE	T01271	TIRES/SAN	12/12/2014	631.10
SANITATION FUND	W R RYAN - FIRESTONE	T01272	FORKLIFT	12/12/2014	378.89
SANITATION FUND	W R RYAN - FIRESTONE	T01328	TIRES/ANDY'S	12/19/2014	561.43
Total 56-40-62002 TIRES:					1,571.42
<b>BISBEE PUBLIC WORKS GRANTS</b>					
<b>GRANT EXP - PUBLIC WORKS</b>					
<b>57-40-22502 WIFA GRANT/CDBG-SEWER</b>					
BISBEE PUBLIC WORKS GRANTS	WESTLAND RESOURCES INC	171903001	SEWER LINE REHAB	10/27/2014	2,625.00
BISBEE PUBLIC WORKS GRANTS	WESTLAND RESOURCES INC	171903002	SEWER LINE REHAB	11/24/2014	3,750.00
BISBEE PUBLIC WORKS GRANTS	WESTLAND RESOURCES INC	171903003	SEWER LINE REHAB	12/23/2014	9,125.00
Total 57-40-22502 WIFA GRANT/CDBG-SEWER:					15,500.00
<b>QUEEN MINE FUND</b>					
<b>FUND EXPENDITURES</b>					

Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>59-40-11700 WORKERS COMPENSATION</b>					
QUEEN MINE FUND	AMRRP- WORKER'S COMP FUN	15-0109	WORKERS COMP QM VLNTR	01/09/2015	45.73
Total 59-40-11700 WORKERS COMPENSATION:					45.73
<b>59-40-22550 SEWER AND GARBAGE SERV.</b>					
QUEEN MINE FUND	BISBEE PUBLIC WORKS	15-0102	UTILITIES/QUEEN MINE	01/02/2015	379.37
Total 59-40-22550 SEWER AND GARBAGE SERV.:					379.37
<b>59-40-24001 INTERNET ACCESS FEE</b>					
QUEEN MINE FUND	BANK OF AMERICA	14-1209	INTERNET SERVICE	01/05/2015	70.00
Total 59-40-24001 INTERNET ACCESS FEE :					70.00
<b>59-40-34100 DOC WORKERS</b>					
QUEEN MINE FUND	AZ STATE PRISON CMLPX-DOU	14-1229QM	DOC LABOR CREW/QM	12/29/2014	60.00
Total 59-40-34100 DOC WORKERS:					60.00
<b>59-40-41500 OFFICE SUPPLIES</b>					
QUEEN MINE FUND	BANK OF AMERICA	14-1209	TONER CARTRIDGE	01/05/2015	75.97
Total 59-40-41500 OFFICE SUPPLIES:					75.97
<b>59-40-46030 CONCESSION SUPPLIES</b>					
QUEEN MINE FUND	BANK OF AMERICA	14-1209	CANDY BARS	01/05/2015	63.70
QUEEN MINE FUND	BANK OF AMERICA	14-1209	CANDY BARS	01/05/2015	31.67
Total 59-40-46030 CONCESSION SUPPLIES:					95.37
<b>59-40-46591 MERCHANDISE</b>					
QUEEN MINE FUND	BANK OF AMERICA	14-1209	COPPER COINS & BARS	01/05/2015	701.71
QUEEN MINE FUND	BANK OF AMERICA	14-1209	COPPER COINS	01/05/2015	617.83
QUEEN MINE FUND	CHARTIER, WILLIAM	15-0108	TOMBSTONE FLOURITE	01/08/2015	200.00
QUEEN MINE FUND	GEM GUIDE BOOKS	81434	LIFE OF A MINER BOOKS	12/16/2014	115.28
QUEEN MINE FUND	GEM GUIDE BOOKS	81434	CRYSTAL BIBLES	12/16/2014	63.77
Total 59-40-46591 MERCHANDISE:					1,698.59
<b>59-40-55100 REPAIR &amp; MAINT - OTHER</b>					
QUEEN MINE FUND	ACE HARDWARE	13966	MOPSTICK	12/29/2014	19.53
QUEEN MINE FUND	ACE HARDWARE	13990	TOOL SET, PLIERS, WRENCH SET	01/02/2015	220.39
QUEEN MINE FUND	ACE HARDWARE	14004	FAUCET	01/06/2015	22.10
QUEEN MINE FUND	ACE HARDWARE	14006	PIPE INSULATION, FASTENERS, FAUCET	01/06/2015	85.22
QUEEN MINE FUND	BANK OF AMERICA	14-1209	PLEDGE WIPES	01/05/2015	13.01
QUEEN MINE FUND	BANK OF AMERICA	14-1209	VELCRO	01/05/2015	32.57
Total 59-40-55100 REPAIR & MAINT - OTHER:					392.82
<b>BISBEE BUS FUND</b>					
<b>FUND EXPENDITURES</b>					
<b>96-40-41505 ADMIN MISC EXPENSES</b>					
BISBEE BUS FUND	BANK OF AMERICA	14-1209	CROWNE PLAZA - HOTEL- C. CARBAJAL	01/05/2015	346.92
BISBEE BUS FUND	OFFICE SMART	1296382	BINDER	01/06/2015	87.69

CITY OF BISBEE  
FINANCE DEPARTMENT

Payment Approval Report - By GL COB  
Report dates: 1/2/2015-1/15/2015

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Fund	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 96-40-41505 ADMIN MISC EXPENSES:					434.61
<b>96-40-41606 CCS OPERATING EXPENSES</b>					
BISBEE BUS FUND	CATHOLIC COMMUNITY SERVI	14-1124	MONTHLY BILLING/ OCT 14	11/24/2014	15,086.51
Total 96-40-41606 CCS OPERATING EXPENSES:					15,086.51
<b>96-40-41607 CITY OPERATING EXPENSE</b>					
BISBEE BUS FUND	DESERT AUTOMOTIVE	14913	BUS 402/ OIL CHANGE, BRAKE PADS	12/30/2014	922.77
BISBEE BUS FUND	W R RYAN - FIRESTONE	T00998	2 TIRES/ 092/ BALANCE AND LABOR	11/05/2014	341.29
BISBEE BUS FUND	W R RYAN - FIRESTONE	T01298	2 TIRES/ 402/BALANCE AND LABOR	12/16/2014	348.15
BISBEE BUS FUND	W R RYAN - FIRESTONE	T01299	2 RIM VALVES/ 402/ LABOR	12/16/2014	39.44
BISBEE BUS FUND	W R RYAN - FIRESTONE	T01302	2 RIM VALVES/ 402/ LABOR	12/16/2014	54.87
Total 96-40-41607 CITY OPERATING EXPENSE:					1,706.52
<b>96-40-52500 PROPERTY, CASUALTY, LIABILITY</b>					
BISBEE BUS FUND	AZ MUNICIPAL RISK RTNTN PO	9084/9085	LIABILITY INS-BSB/BUS	12/08/2014	1,399.10
Total 96-40-52500 PROPERTY, CASUALTY, LIABILITY:					1,399.10
Grand Totals:					286,880.32

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_



AGENDA ITEM NUMBER 2a

## REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 20, 2015

☒ Regular ☐ Special

DATE ACTION SUBMITTED: January 14, 2015

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON JANUARY 6, 2014 AT 7:00PM

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Regular Session of Mayor and Council held on January 6, 2014 at 7:00PM

DISCUSSION:

FISCAL IMPACT: No Impact.

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ron Oertle  
Ron Oertle, Mayor



## MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, JANUARY 6, 2015, AT 7:00 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR OERTLE AT 7:00PM.

### ROLL CALL

#### COUNCIL

Councilmember Eugene Conners, Ward I                      Excused  
Councilmember Joan Hansen, Ward II  
Councilmember Shirley Doughty, Ward III  
Mayor Ron Oertle  
Councilmember Anna Cline, Ward III, Mayor Pro Tempore  
Councilmember Douglas Dunn, Ward II  
Councilmember Serena Sullivan, Ward I

#### STAFF

Jestin Johnson, City Manager  
Ashlee Coronado, City Clerk  
Sharon Buono, Finance Director  
Ben Reyna, Police Chief

#### CITY ATTORNEY

Anne Carl

INVOCATION: Mayor Oertle asked to turn our thoughts to the people we have known who had passed away.

### PLEDGE OF ALLEGIANCE

### MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

### CALL TO THE PUBLIC

- Harry and Patty Pace, Bisbee resident said that he thought the Town needed to be cleaned up. He said that he would be willing to volunteer 20 hours a week to begin the cleanup effort.
- Donna Pulling, Bisbee resident informed the Council that she had filed a complaint to the Arizona Attorney General's Office regarding an Open Meeting Law violation. The violation occurred at the regular session of Mayor and Council on December 16, 2014. She went on to read the full complaint (A complete copy of the complaint can be viewed at the City Clerk's Office upon request).
- Alondra Mello, Bisbee resident presented a petition to the Council requesting that the three Agenda Items on the December 16<sup>th</sup> Agenda be declared null and void, verification of the date, time and locations of the officially required public notifications and requesting that agendas be posted at least one week prior to the City Council Meeting, and a public opportunity to discuss and evaluate the purpose of the monies received from the Department of Homeland Security via Stonegarden.
- Marie Minor, Bisbee resident said that during the December 16<sup>th</sup> meeting she had raised her hand to speak regarding the Stonegarden issues. She was not allowed to speak because she hadn't signed up. She recommended that the protocol be reviewed.
- Maggie Kohanek, Bisbee resident she said that the Amended Agenda was put through too quickly. She said that the public should be heard even if they do not sign up to speak. She stated her concerns regarding Stonegarden.

- Alice Hammers, McNeal resident spoke regarding Operation Stonegarden and said that all monies received from the program are for the border. She asked that these items be placed on the agenda again.

THE FOLLOWING ITEMS WILL BE DISCUSSED, CONSIDERED AND/OR DECIDED UPON AT THIS MEETING:

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

MOTION: Councilmember Cline moved to approve accounts payable in the amount of \$198,219.06.

SECOND: Councilmember Doughty

MOTION PASSED: UNANIMOUSLY.

2. Approval of the Consent Agenda

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on November 18, 2014 at 7:00PM.

Ashlee Coronado, City Clerk

- B. Approval of the Minutes of the Regular Session of Mayor and Council held on December 16, 2014 at 7:00PM.

Ashlee Coronado, City Clerk

- C. Approval of the Appointment of James Young to the Civil Service Commission.

Ashlee Coronado, City Clerk

- D. Approval of the Appointment of Cynthia Conroy to the Planning and Zoning with a Waiver for Number of Commissions Served.

Ashlee Coronado, City Clerk

- E. Approval of the Appointment of Cynthia Conroy to the Police/ Fire Advisory Board Ward II vacancy with a Waiver for Number of Commissions Served.

Ashlee Coronado, City Clerk

- F. Approval of the Appointment of David Smith to the Streets and Infrastructure Committee.

Ashlee Coronado, City Clerk

- G. Approval of the Appointment of Councilmember Dunn to the Evergreen Cemetery Committee as the Council Liaison.

Ashlee Coronado, City Clerk

- H. Approval of the Appointment of Councilmember Dunn to the iBisbee Committee as the Council Liaison.

Ashlee Coronado, City Clerk

- I. Approval of the Appointment of Councilmember Hansen to the Civil Service Commission as the Council Liaison.

Ashlee Coronado, City Clerk

- J. Approval of the Appointment of Councilmember Hansen to the Streets & Infrastructure Committee as the Council Liaison.

Ashlee Coronado, City Clerk

- K. Approval of the Appointment of Mayor Oertle to the Public Safety Personnel Retirement Board as the Council Liaison.

Ashlee Coronado, City Clerk

- L. Approval of the Appointment of Mayor Oertle to the Board of Adjustment as the Council Liaison.

Ashlee Coronado, City Clerk

- M. Approval of the Appointment of Mayor Oertle to the Board of Appeals as the Council Liaison.

Ashlee Coronado, City Clerk

- N. Approval of the Appointment of Mayor Oertle to SEAGO as the City of Bisbee Representative.

Ashlee Coronado, City Clerk

MOTION: Councilmember Cline moved to approve the Consent Agenda Items 2A through 2N.

SECOND: Mayor Oertle

ROLL CALL VOTE:

AYES: Councilmember Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-6; NAYS-0

### OLD BUSINESS

3. Discussion and Possible Approval of to Adopt Ordinance O-14-10, Authorizing the Sale and Transfer of City Property Located at 22 C Star Avenue and also adjacent to "Ogwen Ave."

Ann Carl, City Attorney

Ms. Carl explained that at the last meeting Council approved the Notice of Intent to Adopt this Ordinance and this was the final step in the process.

MOTION: Councilmember Doughty moved to adopt Ordinance O-14-10, Authorizing the Sale and Transfer of City Property Located at 22 C Star Avenue and also adjacent to "Ogwen Ave."

SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-6; NAYS-0

### NEW BUSINESS

4. Discussion and Possible Approval of Animal Shelter Administrator Agreement with Ms. Kathy Flood.

Anne Carl, City Attorney

Mr. Johnson said that upon his arrival he spent many hours at the Animal Shelter. He quickly realized that the management and oversight of the shelter was a full time job. There was a need on a consistent basis for a greater degree of oversight. Ms. Flood had truly stepped in as a volunteer and then was brought in by the Temporary Agency later.

Ms. Buono gave some history into the shelter and listed some successes of the shelter over the past year. She said that this was not a funded position, but a vacant position for an Accountant in the Finance Department would fund it.

MOTION: Councilmember Dunn moved to approve the Animal Shelter Administrator Agreement with Ms. Kathy Flood.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY.

5. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-15-01, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Providing for Repeal and Severability.

Anne Carl, City Attorney

Ms. Carl explained that when the last Ordinance was completed to formalize the tax increase voted on in the November election the portion relating to retail sales food for home consumption was left out.

Ms. Buono said that the last time the City of Bisbee's Tax Code was updated was in 2011. In 2013 the Arizona Department broke a category "Retail sales Food for Home Consumption". When we created the Ordinance we did not list out the item out as a separate category. This will still go into effect on the same day as the other Ordinance.

MOTION: Councilmember Cline moved to Adopt the Notice of Intent to Adopt Ordinance O-15-01, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Providing for Repeal and Severability.

SECOND: Councilmember Doughty

ROLL CALL VOTE:

AYES: Councilmember Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-6; NAYS-0

6. City Manager's Report:

- Mr. Johnson said that he would be bringing a contract from the Public Works Department to purchase two trucks. He said he would be reporting on the financials and the next meeting. He also commented on the strategic planning retreat for Council.

MOTION: Councilmember Cline moved to adjourn the meeting.

SECOND: Councilmember Hansen

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 8:00PM

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Ronald Oertle, Mayor



AGENDA ITEM NUMBER 26

## REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 20, 2015

☒ Regular ☐ Special

DATE ACTION SUBMITTED: January 14, 2015

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: APPROVAL OF THE MINUTES OF THE WORK SESSION OF MAYOR AND COUNCIL AND IBISBEE COMMITTEE HELD ON JANUARY 6, 2014 AT 5:30PM

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Work Session of Mayor and Council and iBisbee Committee held on January 6, 2014 at 5:30PM

DISCUSSION:

FISCAL IMPACT: No Impact.

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ron Oertle  
Ron Oertle, Mayor

## MINUTES

MINUTES OF THE JOINT WORK SESSION OF THE MAYOR AND COUNCIL AND THE iBISBEE COMMITTEE OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, HELD ON TUESDAY, JANUARY 6, 2015, AT 5:30 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING CALLED TO ORDER BY MAYOR OERTLE AT 5:30 PM.

### ROLL CALL

#### COUNCIL

Councilmember Eugene Conners, Ward I	Excused
Councilmember Joan Hansen, Ward II	
Councilmember Shirley Doughty, Ward III	
Mayor Ron Oertle	
Councilmember Anne Cline, Ward III, Mayor Pro Tempore	
Councilmember Doug Dunn, Ward II	
Councilmember Serena Sullivan, Ward I	

#### iBISBEE COMMITTEE

Stanley Stern, Chair	
Fred Miller, Vice Chair	Excused
Carrie Gustavson	Excused
Peter Goldlust	
Elias Jouen	
Kathy Sowden	
Scott Ries	Excused

#### STAFF

Jestin Johnson, City Manager  
Ashlee Coronado, City Clerk  
Sharon Buono, Finance Director

#### CITY ATTORNEY

Anne Carl

THE FOLLOWING ITEM WAS DISCUSSED AT THIS MEETING:

1. Presentation on the Senior Care Facility Feasibility Study prepared by BP Diversified.  
Jestin Johnson, City Manager

Mr. Johnson welcomed Mr. Ben Pozez, BP Diversified.

Councilmember Dunn gave some information regarding this project and economic development in Bisbee. He stated that this project has been a cooperative effort between the City of Bisbee and the Copper Queen Hospital.

Mr. Pozez explained the findings in the feasibility study. He described the different facility types and the need for a public /private partnership.

Mayor and Council had many questions, concerns and comments regarding this project. Mr. Pozez responded to those questions, concerns and comments made.

Mayor Oertle asked if the Mayor and Council had any involvement in the selection of BP Diversified. Mr. Stern from the iBisbee Committee stated that it was done through the hospital

which was the contractor. Mayor Oertle also asked if it was a competitive bidding process. Mr. Stern stated that it was. There were only two (2) proposals received that were identical except that BP Diversified was \$5,000.00 less. Part of BP's proposal was the introduction to the City of Bisbee of several developers who develop this type of property.

Kathy Sowden from the iBisbee Committee stated that on a positive note this would bring around thirty (30) or so jobs, along with shopping to Bisbee.

Mayor Oertle asked what would be the next step in this process. Mr. Pozez responded that aside from the future introductions he would have no more to do with this project.

Marie Minor, Bisbee resident stated her concerns regarding low income, jobs, developers, and asked about the San Jose Lodge property.

Elias Jouen from the iBisbee Committee asked where this Council was on economic growth. He also asked what kind of incentives would attract developers to build this project, and stated that anti-growth would drive people away.

Peter Von Gundlach, Bisbee resident had questions regarding this study and gave his opinion on having a facility and provided an option of using the San Jose Lodge property.

David Smith, Bisbee resident stated that this was not a city project; this was a project that the City went 50/50 on for a study to see if they could attract developers here to put this facility in. This was attempting to attract private enterprise here that would provide jobs.

MOTION: Councilmember Cline moved to adjourn the meeting.

SECOND: Councilmember Doughty.

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 6:43pm

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Ronald Oertle, Mayor



AGENDA ITEM NUMBER 2C

## REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 20, 2015

☒ Regular ☐ Special

DATE ACTION SUBMITTED: January 14, 2015

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: **APPROVAL OF THE RESIGNATION OF PAULINE SHERMAN FROM THE  
BISBEE ARTS COMMISSION**

FROM: **Ashlee Coronado, City Clerk**

RECOMMENDATION: **Approve**

PROPOSED MOTION: **I move to approve the resignation of Pauline Sherman from the Bisbee Arts Commission.**

DISCUSSION:

FISCAL IMPACT: **NA**

DEPARTMENT LINE ITEM ACCOUNT: **NA**

BALANCE IN LINE ITEM IF APPROVED: **NA**

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ron Oertle  
Ron Oertle, Mayor



Pauline Sherman  
412 Garden Ave  
Bisbee, AZ 85603

Jan. 5, 2015

Bisbee Art Commission  
City of Bisbee  
118 Arizona Street  
Bisbee, AZ 85603

Attn: Corinna Carbajal, Staff Liaison  
Bisbee Art Commission

Dear Corinna~

Please forward this letter of resignation to the Bisbee Art Commission Members and acting Chair Alison Williams. Due to personal and family health issues I will no longer be able to fulfill my duties to the Bisbee Art Commission. Please accept my letter of resignation as of Jan. 5<sup>th</sup>, 2015.

Sincerely,

  
Pauline Sherman



AGENDA ITEM NUMBER 2d

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: January 20, 2015

☒ Regular ☐ Special

DATE ACTION SUBMITTED: January 14, 2015

REGULAR ☐

CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐

ORDINANCE ☐

FORMAL ACTION ☒

OTHER ☐

SUBJECT: APPROVAL OF THE RESIGNATION OF ABIGAIL HOTTEL FROM THE YOUTH COUNCIL

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the resignation of Abigail Hottel from the Youth Council.

DISCUSSION:

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by:

Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by:

Ron Oertle  
Ron Oertle, Mayor

**Ashlee Coronado**

---

**From:** Ryan J. Bruce <ryanjbruce@yahoo.com>  
**Sent:** Wednesday, January 14, 2015 1:18 PM  
**To:** Ashlee Coronado  
**Subject:** Fw:

FYI...see below

On Wednesday, January 14, 2015 12:24 PM, Abigal Hottel <[bisbeeyouthcouncil@gmail.com](mailto:bisbeeyouthcouncil@gmail.com)> wrote:

1/14/15

Ryan j Bruce

Bisbee Youth Council

Dear Ryan Bruce,

I am resigning my position as member of the Bisbee Youth Council, effective today. I am too busy to keep up with the responsibilities of running a youth council. I appreciate the opportunities that you and the Bisbee Youth Council have given me.

Regards,

Abigail Hottel



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: January 20, 2015

☒ Regular    ☐ Special

DATE ACTION SUBMITTED: January 14, 2015

REGULAR ☐                  CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐    ORDINANCE ☐    FORMAL ACTION ☒    OTHER ☐

SUBJECT: **APPROVAL OF THE APPOINTMENT OF KEITH BOGUE TO THE COMMUNITY SUSTAINABILITY COMMISSION**

FROM:        Ashlee Coronado, City Clerk

RECOMMENDATION:        Approve

PROPOSED MOTION:        I move to approve the Appointment of Keith Bogue to the Community Sustainability Commission.

---

**DISCUSSION:**

Mr. Bogue has submitted his application to serve on the Community Sustainability Commission.

If approved, Mr. Bogue will serve on the committee until January 2018.

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FISCAL IMPACT:        NA

DEPARTMENT LINE ITEM ACCOUNT:        NA

BALANCE IN LINE ITEM IF APPROVED:        NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ron Oertle  
Ron Oertle, Mayor



# BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

1-8-15

Date of Application: 3/17/14

\* Board interested to serve:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Committee     | <input type="checkbox"/> Bisbee Arts Commission                         | <input type="checkbox"/> Board of Adjustment                |
| <input type="checkbox"/> Board of Appeals               | <input type="checkbox"/> Charter Review Committee                       | <input type="checkbox"/> Civil Service Commission           |
| <input type="checkbox"/> Committee on Disability Issues | <input checked="" type="checkbox"/> Community Sustainability Commission | <input type="checkbox"/> Design Review Board                |
| <input type="checkbox"/> Employee Council               | <input type="checkbox"/> Evergreen Cemetery Committee                   | <input type="checkbox"/> iBisbee Committee                  |
| <input type="checkbox"/> Judicial Selection Committee   | <input type="checkbox"/> Library Advisory Board                         | <input type="checkbox"/> Municipal Property Corporation     |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission                 | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee           | <input type="checkbox"/> Transit Advisory Committee         |
| <input type="checkbox"/> Youth Council                  |   |   |

\* Complete One (1) Application for each Board / Commission you wish to serve.

Bogue Keith   
 Last Name First Name Middle Initial  
204 Mill Rd, Bisbee Az 85603  
 Mailing Address Number Street City State Zip Code

Residential Street Address: SAME

Telephone Number(s): 520 236 9816

Email Address: Minozar@msn.com

\* I have been a resident of Bisbee for 9 1/2 years \* Are you currently on any Boards? NO

\*(Less than one year residency of applicant may disqualify City of Bisbee Board or Commission, etc. so complete Waiver Portion of this Form.)

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates

Employed): I've run 16 businesses, 10 of them I started  
I founded 3 community Organizations and been on 6  
board of directors. I retired 9 1/2 years ago. One of my  
companies was Sunstone Solar and I had an energy auditors  
licence, Contractors' licence and a real estate licence

Please provide a brief summary of Civic/Volunteer Experience:

I started per-group counseling in my high school. Volunteered  
at La Raza afterschool program S.F. CA. Started homeless support  
group in my home, Russian River Redevelopment oversight committee,  
Bisbee Fire Dpt. Community activities, bisbee co-op board, re-build-  
ing together board, Bisbee Bloomers board, Farmers Mkt board, I volunteer  
for many bisbee activities all the time. I am a  
Communitarian

Other Background Information Relevant to Serving in this Position:

I have always run my businesses in a green manner even before we had the term "Green". I've learned how to landscape, build, garden, and clean things without toxics. I studied ecology and chemistry. I can run meetings well and I get things done!

I am qualified and interested in serving on this Board because:

As detailed above my extensive business background, community activities and education qualifies me. My ability to work with others, run meetings, motivate, communicate, plan, and get things done makes me a great addition to this commission.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? ☐ Yes ☒ No If yes, please Explain: \_\_\_\_\_

WAIVER REQUEST (If Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

\_\_\_\_\_ Residency Requirement (Bisbee Resident for less than 1 year)  
\_\_\_\_\_ Length of Service (I have served \_\_\_\_\_ terms)  
\_\_\_\_\_ Number of Commission Memberships currently served. I also serve on the: \_\_\_\_\_

I am requesting this/those waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: \_\_\_\_\_

Keith Bogue

Date: \_\_\_\_\_

3/17/2014

When complete, please return to:

City Clerk Office 118 Arizona Street Bisbee, Arizona 85603 Fax 520.432.6069 E-mail: [aggonzalez@cityofbisbee.com](mailto:aggonzalez@cityofbisbee.com)  
[ahort@cityofbisbee.com](mailto:ahort@cityofbisbee.com)



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: January 20, 2015

☒ Regular ☐ Special

DATE ACTION SUBMITTED: January 14, 2015

REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: **APPROVAL OF THE APPOINTMENT OF SUSAN BLACKFORD TO THE MUNICIPAL PROPERTY CORPORATION**

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Appointment of Susan Blackford to the Municipal Property Corporation.

**DISCUSSION:**

Ms. Blackford has submitted her application to serve on the Municipal Property Corporation.

If approved, Ms. Blackford will serve on the corporation until January 2018.

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ron Oertle  
Ron Oertle, Mayor



# BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 12/31/14

\* Board interested to serve:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Airport Advisory Committee     | <input type="checkbox"/> Bisbee Arts Commission               | <input type="checkbox"/> Board of Adjustment                       |
| <input type="checkbox"/> Board of Appeals               | <input type="checkbox"/> Charter Review Committee             | <input type="checkbox"/> Civil Service Commission                  |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission  | <input type="checkbox"/> Design Review Board                       |
| <input type="checkbox"/> Employee Council               | <input type="checkbox"/> Evergreen Cemetery Committee         | <input type="checkbox"/> iBisbee Committee                         |
| <input type="checkbox"/> Judicial Selection Committee   | <input type="checkbox"/> Library Advisory Board               | <input checked="" type="checkbox"/> Municipal Property Corporation |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission       | <input type="checkbox"/> Police and Fire Advisory Committee        |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee                |
| <input type="checkbox"/> Youth Council                  |   |  |

\* Complete One (1) Application for each Board / Commission you wish to serve.

BLACKFORD SUSAN M  
 Last Name First Name Middle Initial  
602 HORTON Ave Bisbee AZ 85603  
 Mailing Address Number Street City State Zip Code

Residential Street Address: Same

Telephone Number(s): 432

Email Address: Wayne Bisbee @ live.com

\* I have been a resident of Bisbee for 28 years \* Are you currently on any Boards? NO  
 \* (If less than one year of residency or serve on more than one City of Bisbee Board or Commission, please complete Working Portion of this Form.)

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates Employed): Retired realtor - started 1988 - 2000  
professional business that served the Bisbee  
community over the years in business handle  
real estate for Mayor + Council. Aware of property here  
+ current real Estate market.

Please provide a brief summary of Civic/Volunteer Experience:  
7 years Vice President of Rebuilding Together - here.  
past experience in Tucson - President Armory Park  
Neighborhood Association, serve on Tucson Art Commission  
+ Downtown Business Association. Served on the Pima Co  
Tucson Historic Commission. I was appointed a  
Realtor/Commissioner to the Mayor + City Council.



Other Background Information Relevant to Serving in this Position:

see above statements

I am qualified and interested in serving on this Board because:

Mayor asked me to serve on this committee  
Because of my vast real estate experience in this  
committee I would be of value to this committee.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? ☐ Yes ☒ No If yes, please Explain: \_\_\_\_\_

WAIVER REQUEST (If Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

\_\_\_\_\_ Residency Requirement (Bisbee Resident for less than 1 year)  
\_\_\_\_\_ Length of Service (I have served \_\_\_\_\_ terms)  
\_\_\_\_\_ Number of Commission Memberships currently served. I also serve on the:  
\_\_\_\_\_  
\_\_\_\_\_

I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: Susan M Blackford Date: 12/31/14

When complete, please return to:

City Clerk Office 118 Arizona Street Bisbee, Arizona 85603 Fax: 520.432.6069 E-mail: [gggonzalez@cityofbisbee.com](mailto:gggonzalez@cityofbisbee.com)  
[ashort@cityofbisbee.com](mailto:ashort@cityofbisbee.com)

Handwritten initials or mark.



**REQUEST FOR MAYOR & COUNCIL ACTION**  
Session of: January 20, 2015

☒ Regular    ☐ Special

DATE ACTION SUBMITTED: January 14, 2015

REGULAR ☐                  CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐      ORDINANCE ☐      FORMAL ACTION ☒      OTHER ☐

SUBJECT: **APPROVAL OF THE APPOINTMENT OF HAROLD PACE TO THE STREETS AND INFRASTRUCTURE COMMITTEE**

FROM:        Ashlee Coronado, City Clerk

RECOMMENDATION:        Approve

PROPOSED MOTION:        I move to approve the Appointment of Harold Pace to the Streets and Infrastructure Committee.

---

**DISCUSSION:**

Mr. Pace has submitted his application to serve on the Streets and Infrastructure Committee.

If approved, Mr. Pace will serve on the committee until January 2018.

---

FISCAL IMPACT:        NA

DEPARTMENT LINE ITEM ACCOUNT:        NA

BALANCE IN LINE ITEM IF APPROVED:        NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City Clerk

Reviewed by: Ron Oertle  
Ron Oertle, Mayor



# BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 1/7/15

\* Board interested to serve:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Airport Advisory Committee     | <input type="checkbox"/> Bisbee Arts Commission                          | <input type="checkbox"/> Board of Adjustment                |
| <input type="checkbox"/> Board of Appeals               | <input type="checkbox"/> Charter Review Committee                        | <input type="checkbox"/> Civil Service Commission           |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission             | <input type="checkbox"/> Design Review Board                |
| <input type="checkbox"/> Employee Council               | <input type="checkbox"/> Evergreen Cemetery Committee                    | <input type="checkbox"/> iBisbee Committee                  |
| <input type="checkbox"/> Judicial Selection Committee   | <input type="checkbox"/> Library Advisory Board                          | <input type="checkbox"/> Municipal Property Corporation     |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission                  | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input checked="" type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee         |
| <input type="checkbox"/> Youth Council                  |  |   |

\* Complete One (1) Application for each Board / Commission you wish to serve.

Pace HAIDT (Harry) E  
 Last Name First Name Middle Initial  
308 Douglas St. Bisbee Arizona 85603  
 Mailing Address Number Street City State Zip Code

Residential Street Address: \_\_\_\_\_

Telephone Number(s): 432-9029 678-9773

Email Address: \_\_\_\_\_

\* I have been a resident of Bisbee for 7 years \* Are you currently on any Boards? NO

\*(List the number of residences or residences in the City of Bisbee Board of Commissioners jurisdiction on this Form)

Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates Employed): I worked in a CARNIVAL / Land Scaping / Restaurants - Shoney's  
Big Boy / Pizza Hut / Pennys / Coca Cola Co. / Zoo  
I have a High School Diploma

Please provide a brief summary of Civic/Volunteer Experience:

I have none - But I can do a lot of work for the city  
I have some ideas to improve the city.

Other Background Information Relevant to Serving in this Position:

N/A

I am qualified and interested in serving on this Board because:

I have done some clean up already - Copper City Flot & the Ditch in front of it & I cleaned up 90% of the streets. I also seen some other things that needs done.

Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you? ☒ Yes ☐ No If yes, please Explain: 36 years ago

Had theiff across a state line.

WAIVER REQUEST (If Applicable):

I am requesting that the following rule(s) be waived in order to serve on the Commission:

\_\_\_\_\_ Residency Requirement (Bisbee Resident for less than 1 year)  
\_\_\_\_\_ Length of Service (I have served \_\_\_\_\_ terms)  
\_\_\_\_\_ Number of Commission Memberships currently served. I also serve on the:  
\_\_\_\_\_  
\_\_\_\_\_

I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: Harold E Pace (Harry) Date: 11/7/15

When complete, please return to:

City Clerk Office 118 Arizona Street Bisbee, Arizona 85603 Fax: 520.432.6069 E-mail: [gggonzalez@cityofbisbee.com](mailto:gggonzalez@cityofbisbee.com)  
[short@cityofbisbee.com](mailto:short@cityofbisbee.com)

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☐ CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: APPROVAL OF THE APPOINTMENT OF ROSALIE BLESSING TO THE YOUTH COUNCIL

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Appointment of Rosalie Blessing to the Youth Council.

---

**DISCUSSION:**

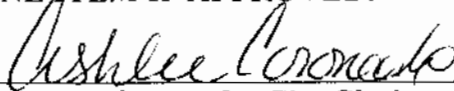
Ms. Blessing has submitted her application to serve on the Youth Council.

If approved, Ms. Blessing will serve on the Youth Council until graduation of Bisbee High School.

---

**FISCAL IMPACT:** NA**DEPARTMENT LINE ITEM ACCOUNT:** NA**BALANCE IN LINE ITEM IF APPROVED:** NA

Prepared by:

  
Ashlee Coronado, City Clerk

Reviewed by:

  
Ron Oertle, Mayor



## BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: January 7, 2015

**\* Board interested to serve:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Committee     | <input type="checkbox"/> Bisbee Arts Commission               | <input type="checkbox"/> Board of Adjustment                |
| <input type="checkbox"/> Board of Appeals               | <input type="checkbox"/> Charter Review Committee             | <input type="checkbox"/> Civil Service Commission           |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission  | <input type="checkbox"/> Design Review Board                |
| <input type="checkbox"/> Employee Council               | <input type="checkbox"/> Evergreen Cemetery Committee         | <input type="checkbox"/> iBisbee Committee                  |
| <input type="checkbox"/> Judicial Selection Committee   | <input type="checkbox"/> Library Advisory Board               | <input type="checkbox"/> Municipal Property Corporation     |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission       | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee         |
| <input type="checkbox"/> Youth Council                  |   |   |

**\* Complete One (1) Application for each Board / Commission you wish to serve.**

Blessing Rosalee A Junior  
Last Name First Name Middle Initial  
507 N. Harrison Ave. Bisbee Arizona  
Mailing Address Number Street City State Zip Code

Residential Street Address: \_\_\_\_\_

Telephone Number(s): <sup>Home</sup> 520-266-5005 <sup>Work</sup> 480-744-1505

Email Address: B.rosaleeblessing98@yahoo.com

\* I have been a resident of Bisbee for \_\_\_\_\_ years \* Are you currently on any Boards? \_\_\_\_\_

*\*(Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)*

**Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates**

**Employed):** I have been a full time student.

**Please provide a brief summary of Civic/Volunteer Experience:**

I have volunteered with local libraries as well as sitting  
on an (SAB) student advisory board for Scottsdale unified  
school district.

**Other Background Information Relevant to Serving in this Position:**

I've been involved in student government, one committee I sat on was about budgeting school funds.

**I am qualified and interested in serving on this Board because:**

I would like to participate in my youth community and enrich further better it.

**Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you?** ☐ Yes ☒ No **If yes, please Explain:**

**WAIVER REQUEST (If Applicable):**

I am requesting that the following rule(s) be waived in order to serve on the Commission:

☒ Residency Requirement (Bisbee Resident for less than 1 year)  
☐ Length of Service (I have served \_\_\_\_\_ terms)  
☐ Number of Commission Memberships currently served. I also serve on the:  
\_\_\_\_\_  
\_\_\_\_\_

I am requesting this/these waivers for the following reasons for consideration:

I just moved here but I am looking forward to learning and building a better youth community.

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: Rosalee Blessing Date: ~~11/16/15~~  
11/7/15

When complete, please return to:

City Clerk Office 118 Arizona Street Bisbee, Arizona 85603 Fax 520.432.6069 E-mail: [gpgonzalez@cityofbisbee.com](mailto:gpgonzalez@cityofbisbee.com)  
[acoronado@cityofbisbee.com](mailto:acoronado@cityofbisbee.com)

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☐CONSENT ☒

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐SUBJECT: APPROVAL OF THE APPOINTMENT OF MICHAEL DONNELLY TO THE  
YOUTH COUNCIL

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Appointment of Michael Donnelly to the Youth  
Council.**DISCUSSION:**

Mr. Donnelly has submitted his application to serve on the Youth Council.

If approved, Mr. Donnelly will serve on the Youth Council until graduation of Bisbee High School.

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado  
Ashlee Coronado, City ClerkReviewed by: Ron Oertle  
Ron Oertle, Mayor





# BOARD / COMMISSION MEMBERSHIP APPLICATION

PLEASE PRINT CLEARLY IN INK OR TYPE

Date of Application: 1-6-15

**\* Board interested to serve:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Committee     | <input type="checkbox"/> Bisbee Arts Commission               | <input type="checkbox"/> Board of Adjustment                |
| <input type="checkbox"/> Board of Appeals               | <input type="checkbox"/> Charter Review Committee             | <input type="checkbox"/> Civil Service Commission           |
| <input type="checkbox"/> Committee on Disability Issues | <input type="checkbox"/> Community Sustainability Commission  | <input type="checkbox"/> Design Review Board                |
| <input type="checkbox"/> Employee Council               | <input type="checkbox"/> Evergreen Cemetery Committee         | <input type="checkbox"/> iBisbee Committee                  |
| <input type="checkbox"/> Judicial Selection Committee   | <input type="checkbox"/> Library Advisory Board               | <input type="checkbox"/> Municipal Property Corporation     |
| <input type="checkbox"/> Parks and Recreation Committee | <input type="checkbox"/> Planning and Zoning Commission       | <input type="checkbox"/> Police and Fire Advisory Committee |
| <input type="checkbox"/> Public Safety Retirement Board | <input type="checkbox"/> Streets and Infrastructure Committee | <input type="checkbox"/> Transit Advisory Committee         |
| <input checked="" type="checkbox"/> Youth Council       |   |   |

**\* Complete One (1) Application for each Board / Commission you wish to serve.**

<u>Donnelly</u>	<u>Michael</u>	<u>J</u>	<u>Senior</u>
Last Name	First Name	Middle Initial	
<u>507 1st terrace</u>	<u>19th terrace</u>	<u>Bisbee</u>	<u>AZ</u>
Mailing Address	Number	Street	City
			State
			Zip Code

Residential Street Address: 507 1st terrace, Bisbee AZ

Telephone Number(s): 520-236-9440

Email Address: goodbyebluesky220@gmail.com

\* I have been a resident of Bisbee for 18 years \* Are you currently on any Boards? No  
 \* (Less than one-year residency or serve on more than one City of Bisbee Board or Commission, please complete Waiver Portion of this Form)

**Please provide a brief summary of Education and Employment Experience (Employer, Job Titles, Dates**

**Employed):** Currently working at KBRP for Ryan Bruce

**Please provide a brief summary of Civic/Volunteer Experience:**

Volunteer work with bisbee Fire dept. during food drives for past  
four years

**Other Background Information Relevant to Serving in this Position:**

Long time Bisbee resident, very strong believer in strengthening a communities ties with it's youth.

**I am qualified and interested in serving on this Board because:**

I myself am a youth, and I believe that I can bring many good ideas to the board. Also, I am a very well spoken person and feel that I can be an asset to Bisbee's youth council.

**Have you ever been convicted of a felony or misdemeanor by any court or do you have any pending criminal charges against you?** ☐ Yes ☒ No **If yes, please Explain:** \_\_\_\_\_

**WAIVER REQUEST (If Applicable):**

~~I am requesting that the following rule(s) be waived in order to serve on the Commission:~~

~~\_\_\_\_\_~~ Residency Requirement (Bisbee Resident for less than 1 year)  
~~\_\_\_\_\_~~ Length of Service (I have served \_\_\_\_\_ terms)  
~~\_\_\_\_\_~~ Number of Commission Memberships currently served. I also serve on the:  
~~\_\_\_\_\_~~

I am requesting this/these waivers for the following reasons for consideration:

I hereby certify and affirm that all the information contained in this application is true, complete and correct. I understand that false or misleading statements or the omission of important information made on this application or any time during the process may disqualify me from volunteer work with the City of Bisbee. I understand that the Mayor and Members of the Council must approve any waiver request.

Signature: Wendy D. Jones Date: 1-7-15

**When complete, please return to:**

**City Clerk Office 118 Arizona Street Bisbee, Arizona 85603 Fax 520.432.6069 E-mail: [gpgonzalez@cityofbisbee.com](mailto:gpgonzalez@cityofbisbee.com)  
[acoronado@cityofbisbee.com](mailto:acoronado@cityofbisbee.com)**

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☐CONSENT ☒

## TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE APPLICATION  
SUBMITTED BY ST. PATRICK CHURCH FOR AN EVENT TO BE HELD AT 100  
QUALITY HILL, BISBEE, ARIZONA ON SATURDAY, FEBRUARY 14, 2015 FROM  
7:00PM - 12:00AM (MIDNIGHT).

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Special Event Liquor License Application

PROPOSED MOTION: I MOVE TO APPROVE THE SPECIAL EVENT LIQUOR LICENSE  
APPLICATION SUBMITTED BY ST. PATRICK CHURCH FOR AN  
EVENT TO BE HELD AT 100 QUALITY HILL, BISBEE, ARIZONA  
ON SATURDAY, FEBRUARY 14, 2015 FROM 7:00PM - 12:00AM  
(MIDNIGHT).

---

DISCUSSION:

Mr. Acuna has requested approval of a Special Event Liquor License Application to hold an event at 100 Quality Hill, Bisbee, Arizona. The event will be held on Saturday, February 14, 2015 from 7:00PM- 12:00AM (Midnight). Mr. Acuna has indicated that there will be two (2) Police Officers and three (3) Security Personnel.


---

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

  
Ashlee Coronado, City Clerk

Reviewed by:

  
Ron Oertle, Mayor

Event date(s):

02-14-2015

Event time start/end:

7:00 PM - 12:00 AM

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: ST. PATRICK Church

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 02-022148

**SECTION 3** The organization is a: (check one box only)

- ☐ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)  
☒ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?

☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use  
☐ Dispense and serve all spirituous liquors under retailer's license  
☒ Dispense and serve all spirituous liquors under special event  
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

**SECTION 7** Location of the Event: ST. PATRICK Church Hall  
Address of Location: 100 QUALITY Hill Busbee Cochise AZ. 85603  
Street City County/State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: ACUÑA William S. 11-11-45  
Last First Middle Date of Birth

2. Applicant's mailing address: 104 NAVAJO Drive Busbee AZ. 85603  
Street City State Zip

3. Applicant's home/cell phone: (520) 432-3060 Applicant's business phone: ( )

4. Applicant's email address: billandcathy68@gmail.com

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

2. How many special event licenses have been issued to this location this year? 0

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Address P.O. Box 164 Bisbee AZ. 85603  
Street City State Zip

[illegible]

Address \_\_\_\_\_

Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 3 Number of Security Personnel ☐ Fencing ☐ Barriers

Explanation: All Above Are present or past law enforcement experience.

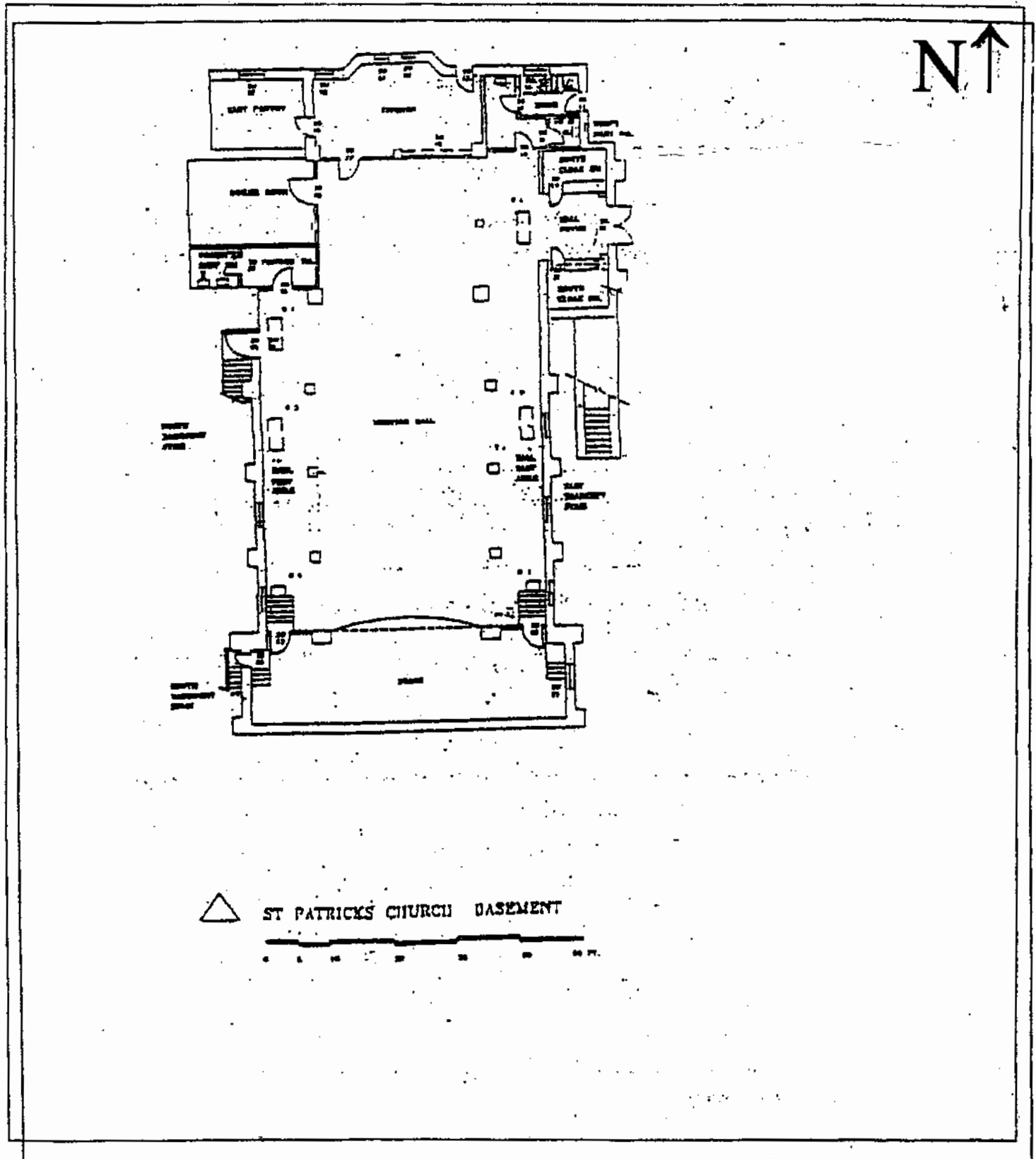
**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	02-14-2015	Saturday	7:00 P.M.	12:00 A.M.
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

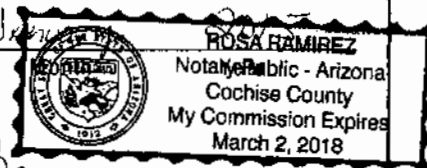


**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Anthony Underwood declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
Liquor License.

X [Signature] ADMINISTRATOR 1/13/15 520-432-5253  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 13 Day  
State AZ County of Cochise



My Commission Expires on: March 2 2018  
Date

Rosa Ramirez  
Signature of Notary Public

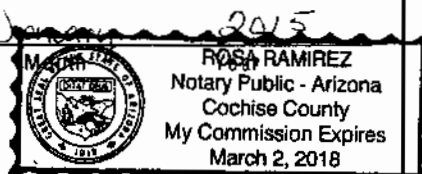
**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, William S. Acuña declare that I am the APPLICANT filing this application as  
(Print full name)  
listed in Section 9. I have read the application and the contents and all statements are true, correct and  
complete.

X [Signature] KAC F.S. 1/13/15 520-432-3060  
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 13 Day

State AZ County of Cochise



My Commission Expires on: March 2 2018  
Date

Rosa Ramirez  
Signature of Notary Public

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend ☐ APPROVAL ☐ DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

☐ APPROVAL ☐ DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☐ CONSENT ☒

## TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE APPLICATION  
SUBMITTED BY THE FRIENDS OF WARREN BALLPARK FOR AN EVENT TO  
BE HELD AT 300 RUPPE AVENUE, BISBEE, ARIZONA ON SATURDAY, APRIL  
11, 2015 AND SUNDAY, APRIL 12, 2015 FROM 9:00AM – 6:00PM.

FROM: Ashlee Coronado, City Clerk

RECOMMENDATION: Approve the Special Event Liquor License Application

PROPOSED MOTION: I MOVE TO APPROVE THE SPECIAL EVENT LIQUOR LICENSE  
APPLICATION SUBMITTED BY THE FRIENDS OF WARREN  
BALLPARK FOR AN EVENT TO BE HELD AT 300 RUPPE  
AVENUE, BISBEE, ARIZONA ON SATURDAY, APRIL 11, 2015  
AND SUNDAY, APRIL 12, 2015 FROM 9:00AM – 6:00PM.

**DISCUSSION:**

Ms. Anderson has requested approval of a Special Event Liquor License Application to hold an event at 300 Ruppe Avenue, Bisbee, Arizona. The event will be held on Saturday, April 11, 2015 and Sunday, April 12, 2015 from 9:00AM – 6:00PM. Ms. Anderson has indicated that there will be three (3) Security Personnel and members of the six baseball teams will also serve as security between their games.

**FISCAL IMPACT:** N/A**DEPARTMENT LINE ITEM ACCOUNT:** N/A**BALANCE IN LINE ITEM IF APPROVED:** N/APrepared by: Ashlee Coronado  
Ashlee Coronado, City ClerkReviewed by: Ron Oertle  
Ron Oertle, Mayor





611 Hoatson Avenue ~ Bisbee, Arizona 85603

January 13, 2015

Dear Mayor Oertle and Council Members:

The attached Special Event Liquor License is for your consideration. The license is for the 6th annual *Friends of Warren Ballpark Copper City Classic Vintage Base Ball Tournament* scheduled for April 11 and 12, 2015 at Warren Ballpark. *Friends of Warren Ballpark* is a non-profit organization dedicated to restoration of the 105-year-old Warren Ballpark. Proceeds from this year's tournament will be used as matching funds for grants to replace restrooms at the ballpark.

The contact person for this license is Judy Anderson *Friends of Warren Ballpark* (520 432-3813). The Friends will purchase liquor liability insurance prior to the tournament. We will serve beer only at this event.

We would be delighted if the Mayor and Council Members attended the event. Please let us know if you would like to throw out a first pitch at one of the games.

Thank you so much for the time taken to consider this request.

Judy Anderson, Chair  
*Friends of Warren Ballpark*

Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

### APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: Friends of Warren Ballpark

**SECTION 2** Non-Profit/IRS Tax Exempt Number: EIN #23-7042402

**SECTION 3** The organization is a: (check one box only)

- ☒ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)  
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?

☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use  
☐ Dispense and serve all spirituous liquors under retailer's license  
☒ Dispense and serve all spirituous liquors under special event  
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

**SECTION 7** Location of the Event: Warren Ballpark

Address of Location: 300 Ruppe Avenue Cochise County, Bisbee, Arizona 85603

Street

City

County/State

Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Anderson, Judith Lee

6/26/46

Last

First

Middle

Date of Birth

2. Applicant's mailing address: 611 Hoatson Avenue, Bisbee, Arizona 85603

Street

City

State

Zip

3. Applicant's home/cell phone: (520) 432-3813

Applicant's business phone: ( ) NA

4. Applicant's email address: judithlee46@cableone.net

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 2

(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Friends of Warren Ballpark Percentage 100%

Address 611 Hoatson Avenue Bisbee, AZ 85603

Street

City

State

Zip

Name \_\_\_\_\_ Percentage \_\_\_\_\_

Address \_\_\_\_\_

Street

City

State

Zip

5. Please read A.R.S. §4-203.02 Special event license: rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

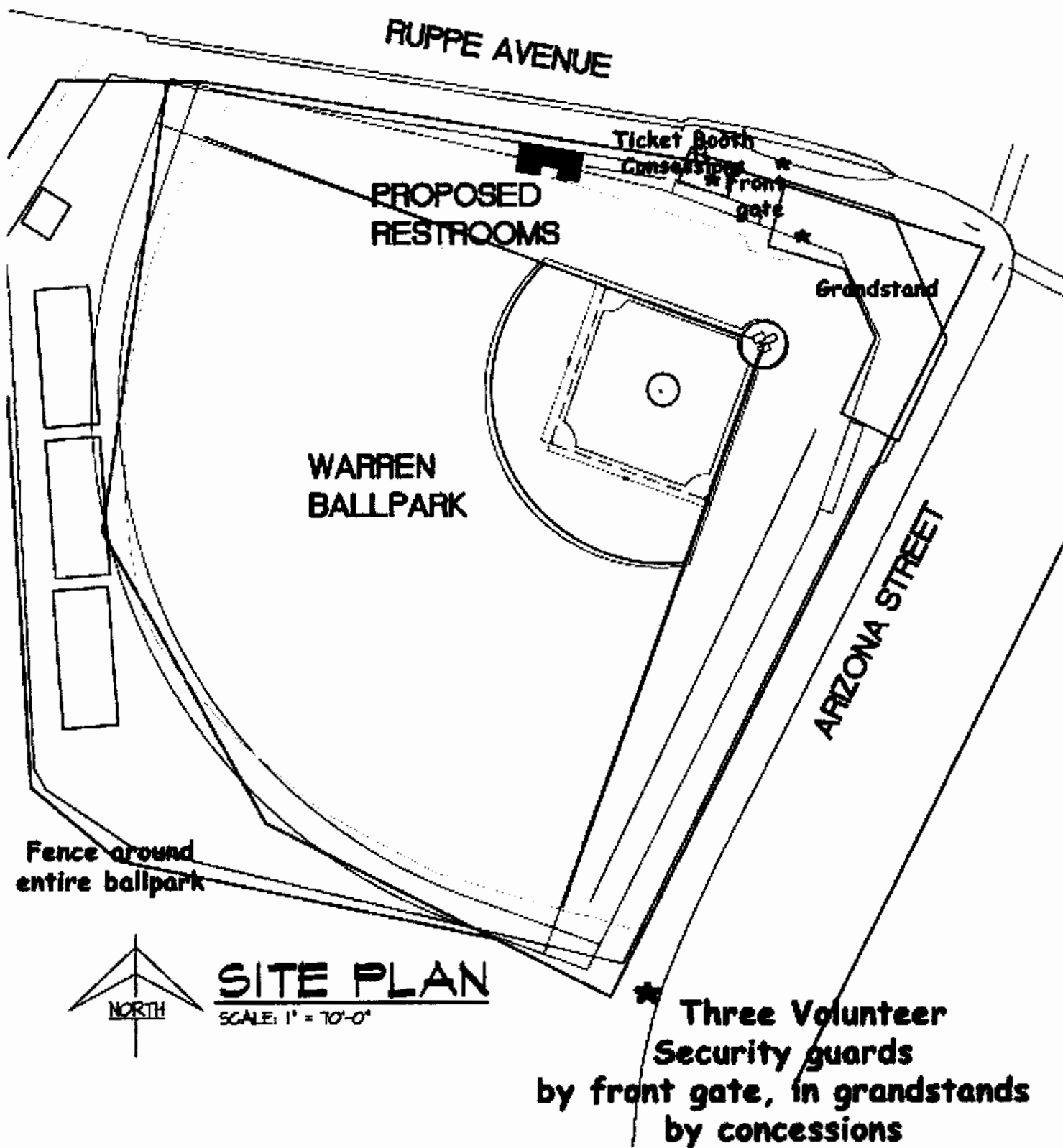
Number of Police 3 Number of Security Personnel ☒ Fencing ☐ Barriers

Explanation: After six years holding this tournament, the Friends have never experienced any beer related problems using three volunteers for security. Members of the six baseball teams also serve as security between their games.

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>April 11, 2015</u>	<u>Saturday</u>	<u>9:00 am</u>	<u>6:00 pm</u>
DAY 2:	<u>April 12, 2015</u>	<u>Sunday</u>	<u>9:00 am</u>	<u>6:00 pm</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



NEW RESTROOM BUILDING FOR THE WARREN BALLPARK  
FRIENDS OF THE WARREN BALLPARK  
OCTOBER 1, 2013

**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Judith Lee Anderson declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
Liquor License

x *Judith Lee Anderson* Chair, Friends of Warren Ballpark 1/13/2015 520 432-3813  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 13<sup>th</sup> January 2015  
Day Month  
State Arizona County of Cochise

My Commission Expires on: 9-30-18  
Date

*Ashlee Coronado*  
Signature of Notary Public



**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, Judith Lee Anderson declare that I am the APPLICANT filing this application as  
(Print full name)  
listed in Section 9. I have read the application and the contents and all statements are true, correct and  
complete.

x *Judith Lee Anderson* Chair Friends of Warren Ballpark 1/13/15 520 432-3813  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 13<sup>th</sup> January 2015  
Day Month  
State Arizona County of Cochise

My Commission Expires on: 9-30-18  
Date

*Ashlee Coronado*  
Signature of Notary Public



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend ☐ APPROVAL ☐ DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

☐ APPROVAL ☐ DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**REQUEST FOR MAYOR & COUNCIL ACTION**

**Session of: January 20, 2015**

☒ Regular ☐ Special

**DATE ACTION SUBMITTED:** January 14, 2015

**REGULAR** ☒ **CONSENT** ☐

**TYPE OF ACTION:**

**RESOLUTION** ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

**SUBJECT: RATIFICATION PURSUANT TO A.R.S. §38-431.05, OF ACTIONS TAKEN ON DECEMBER 16, 2014. THE PURPOSE OF THE ITEMS IS TO VALIDATE AN EARLIER ACTION BY THE MAYOR AND COUNCIL REGARDING OPERATION STONEGARDEN OVERTIME AND EMPLOYEE RELATED EXPENSES.**

**FROM:** **Ronald Oertle, Mayor**

**RECOMMENDATION:** **Approve Ratification**

**PROPOSED MOTION:** **I move that we ratify the following Action taken at the December 16, 2014 Council meeting:**

- An Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.**

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**DISCUSSION:**

This action is to validate an earlier action by the Mayor and Council that took place at the December 16, 2014 Regular Session.

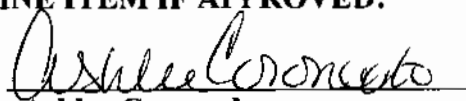
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**FISCAL IMPACT:**

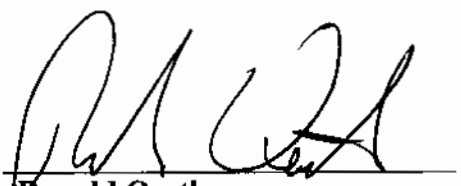
**DEPARTMENT LINE ITEM ACCOUNT:**

**BALANCE IN LINE ITEM IF APPROVED:**

**Prepared by:**

  
**Ashlee Coronado**  
**City Clerk**

**Reviewed by:**

  
**Ronald Oertle**  
**Mayor**

## **DESCRIPTION OF ACTIONS TO BE RATIFIED**

On December 16, 2014, at 7:00 p.m., the City of Bisbee Mayor and Council, along with members of the administration, met during what the City had considered a properly noticed open session, pursuant to A.R.S. §38-431.02.

That meeting notice had been originally posted December 19, 2013, and the agenda was posted on Friday, December 12, 2014. The City administration learned that it needed to appoint Mr. Adam Ambrose as the City of Bisbee Magistrate, which required the agenda to be amended. Since the agenda had to be amended two other items involving the Arizona Department of Homeland Security for Operation Stonegarden Agreements were also included on the amended agenda. The Amended Agenda was posted around 4:00p.m., on December 15, 2015. Together, these three added items were listed on the amended agenda as follows:

**11. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation Stonegarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.**

**Ben Reyna, Police Chief**

**12. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation Stonegarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.**

**Ben Reyna, Police Chief**

**13. Discussion and Possible Approval of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.**

**Jestin Johnson, City Manager**

This amended agenda, which did show its three new items in “bold,” was timely posted inside of City Hall and placed on the City of Bisbee website. It was also sent via email at 4:40 p.m. on December 15<sup>th</sup> to everyone who was on the City’s email notice service.

There have and had been problems with the City of Bisbee’s website. Items that show(ed) up on the administrative side were not always showing up for users of the website who did not have administrative access. On or before December 15, 2014, it became apparent that numerous website problems had continued, and the City’s IT contractor was called to repair them.

Late during the meeting on December 16, the City administration became aware that the amended agenda had not been timely accessible by members of the public or by members of the public body who had tried to access the agenda via the website. The Open Meeting Law does provide an exception for a “technical problem or failure that either prevents the posting of public notices on a website or that temporarily or

permanently prevents the use of all or part of the website.” *See ARS § 38-431.02(A)(1)(b)*. This exception does “not preclude the holding of the meeting for which the notice was posted if the public body complies with all other public notice requirements required...” *Id.*, emphasis added.

The administration has since determined that there are ways it can and will now enhance the public’s ability to see meeting notices at City Hall after normal business hours.

To avoid even the appearance that the City did violate the Open Meeting Law, the Mayor and Council will now consider ratifying its previous actions taken during that meeting that was not, see the explanation above, timely noticed. These actions include:

- **An Agreement between the Arizona Department of Homeland Security for Operation Stonegarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.**
- **An Agreement between the Arizona Department of Homeland Security for Operation Stonegarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.**
- **Approval of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.**

As a point of clarity any of the City’s actions taken during its December 16, 2014, meeting, the Mayor and Council will additionally take action to ratify all other matters that were included the agenda. The final agenda and unofficial minutes of that meeting are included in this packet.



## MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, DECEMBER 16, 2014, AT 7:00 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR OERTLE AT 7:00PM.

### ROLL CALL

#### **COUNCIL**

Councilmember Eugene Conners, Ward I  
Councilmember Joan Hansen, Ward II  
Councilmember Shirley Doughty, Ward III  
Mayor Ron Oertle  
Councilmember Anna Cline, Ward III, Mayor Pro Tempore  
Councilmember Douglas Dunn, Ward II  
Councilmember Serena Sullivan, Ward I

#### **STAFF**

Jestin Johnson, City Manager  
Ashlee Coronado, City Clerk  
Sharon Buono, Finance Director  
Thomas J. Klimek, Public Works Director/City Engineer  
Robert Coronado, Sergeant at Arms

#### **CITY ATTORNEY**

Anne Carl

INVOCATION: Mayor Oertle asked for a moment of silence for the people in Syria.

### PLEDGE OF ALLEGIANCE

### MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

Mayor Oertle recognized Honorable Adam Ambrose and his wife Jane who were in attendance.

THE FOLLOWING ITEMS WILL BE DISCUSSED, CONSIDERED AND/OR DECIDED UPON AT THIS MEETING:

### GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

MOTION: Councilmember Cline moved to approve accounts payable in the amount of \$285,811.10.

SECOND: Councilmember Doughty

MOTION PASSED: UNANIMOUSLY.

### CALL TO THE PUBLIC

No one signed up to speak at the Call to the Public.

**2. Approval of the Consent Agenda**

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on October 21, 2014 at 7:00PM.  
Ashlee Coronado, City Clerk
- B. Approval of the Minutes of the Regular Session of Mayor and Council held on December 2, 2014 at 7:00PM.  
Ashlee Coronado, City Clerk
- C. Approval of the Minutes of the Special Session of Mayor and Council held on November 24, 2014 at 5:30PM.  
Ashlee Coronado, City Clerk
- D. Approval of the Appointment of Rick Corley to the Board of Adjustment with a Waiver for the Residency Requirement.  
Ashlee Coronado, City Clerk
- E. Approval of the Appointment of Peter Von Gundlach to the Board of Adjustment with a Waiver for Number of Commissions Served.  
Ashlee Coronado, City Clerk
- F. Approval of the Appointment of Peter Von Gundlach to the Streets and Infrastructure Committee with a Waiver for Number of Commissions Served.  
Ashlee Coronado, City Clerk
- G. Approval of the Appointment of Councilmember Sullivan to the Community Sustainability Commission as the Council Liaison.  
Ashlee Coronado, City Clerk
- H. Approval of the Appointment of Councilmember Sullivan to the Upper San Pedro River Partnership as the City of Bisbee Representative.  
Ashlee Coronado, City Clerk
- I. Approval of a Special Event Liquor License Application Submitted by the Olde World Church, Inc. for an Event to be Held at 16 Erie Street, Bisbee, on Saturday, February 14, 2015 from 6:00PM to 1:00AM.  
Ashlee Coronado, City Clerk

MOTION: Councilmember Cline moved to approve the Consent Agenda Items 2A through 2I.

SECOND: Councilmember Dunn

**ROLL CALL VOTE:**

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

**OLD BUSINESS**

- 3. Discussion and Possible Approval to Adopt Ordinance O-14-08, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be

Used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Making Provision for Existing Agreements; Providing for Repeal and Severability; and Otherwise Updating the City Tax Code By Eliminating Archaic Provision 8A-440 Rental Occupancy, which only Pertains to Rental Agreements Entered into Prior to 1967.

Anne Carl, City Attorney

Ms. Carl explained that this Ordinance along with the Ordinance on item number 4 are procedural items. They are a result of the voters approving tax increases for the Transaction Privilege Tax and Bed Tax. Both represent a change to the Tax Code and require passage of an Ordinance.

Councilmember Dunn thanked the people who voted for the increase to these Taxes. He hoped that this would be a new beginning to economic development within the Community.

MOTION: Councilmember Dunn moved to Approve Ordinance O-14-08, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be Used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Making Provision for Existing Agreements; Providing for Repeal and Severability; and Otherwise Updating the City Tax Code By Eliminating Archaic Provision 8A-440 Rental Occupancy, which only Pertains to Rental Agreements Entered into Prior to 1967.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

4. Discussion and Possible Approval to Adopt Ordinance O-14-09, Relating to Increasing the Transient Lodging (BED) Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, In Addition to the Applicable Transaction Privilege Tax Rate, with All These Additional Revenues to be Dedicated to Promoting the City of Bisbee As An Overnight Visitor Destination, and with this Increase to Remain in Effect for a Period not to Exceed Four (4) Years; Amending the City Tax Code; Providing Penalties for the Violation therefore; Designating Effective and Termination Dates; Making Provision for Existing Agreements; and Providing for Repeal and Severability.

Anne Carl, City Attorney

MOTION: Councilmember Dunn moved to Approve Ordinance O-14-09, Relating to Increasing the Transient Lodging (BED) Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, In Addition to the Applicable Transaction Privilege Tax Rate, with All These Additional Revenues to be Dedicated to Promoting the City of Bisbee As An Overnight Visitor Destination, and with this Increase to Remain in Effect for a Period not to Exceed Four (4) Years; Amending the City Tax Code; Providing Penalties for the Violation therefore; Designating Effective and Termination Dates; Making Provision for Existing Agreements; and Providing for Repeal and Severability.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

## NEW BUSINESS

5. Presentation of the City of Bisbee Annual Audit Report for the Year Ended June 30, 2014 by Olivia Brasher, CPA, of Fester & Chapman, P.C.  
Sharon R. Buono, Finance Director

Mrs. Buono stated that the Charter requires that an independent audit of the City's Financial Statements be completed on an annual basis. Their responsibility was to give an opinion on whether the financial statements are fairly presented. Mrs. Buono introduced Ms. Olivia Brasher, CPA, of Fester & Chapman, P.C.

Ms. Brasher thanked Mrs. Buono and the Finance Department for an outstanding job in preparing for the audit. She said that Fester & Chapman had been auditing the City of Bisbee since 2001. She gave a power point presentation and gave a brief overview of the audit process. She went on to say that there were no significant accounting policy/ procedure changes in FY 14 and Fester & Chapman issued an unmodified opinion on the Financial Statements which is the best possible results that can be given. She reported the summary of the entire audit.

6. Discussion and Possible Approval of Notice of Intent to Adopt Ordinance O-14-10, Authorizing the Sale and Transfer of City Property Located at 22 C Star Avenue and also adjacent to "Ogwen Ave."

Ann Carl, City Attorney

MOTION: Councilmember Dunn moved to Approve the Notice of Intent to Adopt Ordinance O-14-10, Authorizing the Sale and Transfer of City Property Located at 22 C Star Avenue and also adjacent to "Ogwen Ave."

SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

7. Discussion and Possible Approval of a Public Auction for the Transfer of Certain City Property (Parcel A) Located adjacent to 5B Moon Canyon and the Establishment of a Date for Auction and Minimum Bid Price.

Anne Carl, City Attorney

Ms. Carl explained that if a motion was made Council would have to choose what that minimum bid would be.

MOTION: Councilmember Hansen moved to authorize a public auction for the transfer of "Parcel A" designated surplus City property located adjacent to 5B Moon Canyon, set the date of this auction for January 20<sup>th</sup>, 2015 here at the regular Council Meeting at City Hall, and establish a minimum bid price of \$1,033 for this property.

SECOND: Councilmember Doughty

MOTION PASSED: UNANIMOUSLY

8. Discussion and Possible Approval of a Public Auction for the Transfer of Certain City Property (Parcel B) Located adjacent to 5B Moon Canyon and the Establishment of a Date for Auction and Minimum Bid Price.

Anne Carl, City Attorney

Ms. Carl said that this parcel did not come with a recommendation from the Planning and Zoning Commission. She gave some history into this property and said that Council does not need a recommendation from the Planning and Zoning Commission to designate property for auction.

Ms. Hagstrum explained that she owns the property located at 5B Moon Canyon. She said that a small corner of the garage was on the property that was being discussed. This was necessary for Ms. Hagstrum and Mr. Sandler to sell the property.

MOTION: Councilmember Dunn moved to authorize a public auction for the transfer of "Parcel B" designated surplus City property located adjacent to 5B Moon Canyon, set the date of this auction for January 20<sup>th</sup>, 2015 here at the regular Council Meeting at City Hall, and establish a minimum bid price of \$2,571 for this property.

SECOND: Councilmember Sullivan

MOTION PASSED: UNANIMOUSLY

9. Discussion and Possible Approval to Enter into a Contract with ALTA Land Surveying, Inc. of Benson, to Perform a Boundary Survey on the Muheim House.

Thomas Klimek, Public Works Director

Mr. Klimek said that before Council was a request from the Public Works Department to enter into a contract with ALTA Land Surveying, Inc. of Benson to perform a boundary survey on the Miheim House. He stated that there was stack stone rock that requires repair and we would like to know for certain what the City actually owns.

Councilmember Sullivan asked if Public Works had looked into using any other survey companies to bid on this project. Mr. Klimek replied that in Old Bisbee surveys require a lot of research. He said that another firm had said that their starting quote would be \$3,500 and it would increase from there.

MOTION: Councilmember Cline moved to enter into a Contract with ALTA Land Surveying, Inc. of Benson, to perform a Boundary Survey on the Muheim House.

SECOND: Councilmember Dunn

MOTION PASSED: UNANIMOUSLY

10. Discussion and Possible Approval of a Resolution R-14-22, Authorizing Mayor Oertle to Serve as the City's Authorized Agent for Purposes of the Administration and Distribution of the Funds for the Tintown Project.

Anne Carl, City Attorney

Ms. Carl stated that this was an ongoing project and the previous Mayor had the authority to sign these items along with the Finance Director.

MOTION: Councilmember Cline moved to approve Resolution R-14-22, Authorizing Mayor Oertle to Serve as the City's Authorized Agent for Purposes of the Administration and Distribution of the Funds for the Tintown Project.

SECOND: Councilmember Doughty

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

- 11. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.**

**Ben Reyna, Police Chief**

Sgt. Coronado explained that the Police Department had been awarded a grant from the Federal Government in continued support of Operation Stonegarden in the amount of \$115,000.

Councilmember Hansen asked for a brief explanation of what Stonegarden was. Sgt. Coronado said that since 2001 the Federal Government began a program utilizing Police Officers to provide assistance in helping secure the borders. The purpose was to decrease the amount of illegal activity in southern borders. He went on to explain the grant process and accounting processes.

Councilmember Sullivan asked if the overtime would increase the percentage of pensions over the long term. Ms. Buono replied that it would over the long-term.

**MOTION: Councilmember Cline moved to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.**

**SECOND: Councilmember Doughty**

**ROLL CALL VOTE:**

**AYES: Councilmember Conners, Doughty, Cline, Dunn, and Mayor Oertle**

**NAYS: Councilmember Hansen, Sullivan**

**MOTION PASSED: AYES-5; NAYS-2**

- 12. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.**

**Ben Reyna, Police Chief**

Sgt. Coronado explained that the Bisbee Police Department had been awarded a grant in the amount of \$12,000 for equipment. This money will specifically be used to purchase thermal imaging units. They will be vehicle mounted units. This grant cannot be used for anything else than what was approved by the Department of Homeland Security.

**MOTION: Councilmember Cline moved to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.**

**SECOND: Councilmember Doughty**

**ROLL CALL VOTE:**

**AYES: Councilmember Conners, Doughty, Cline, Dunn, and Mayor Oertle**

**NAYS: Councilmember Hansen, Sullivan**

**MOTION PASSED: AYES-5; NAYS-2**

13. Discussion and Possible Approval of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.

Jestin Johnson, City Manager

Mr. Johnson explained that per Article 5.2.1 of the City of Bisbee City Code, "The Magistrate shall be appointed by the council for a period of two years, with such compensation as may be determined by the council".

Mr. Ambrose addressed the council and said that he was looking forward to serving as the City Magistrate and would do his best to serve the City well.

MOTION: Councilmember Doughty moved to Approve of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.

SECOND: Councilmember Hansen

MOTION PASSED: UNANIMOUSLY

14. Discussion and Possible Vote to Enter into Executive Session, per A.R.S. § 38-431.03(A)(4), for discussion or consultation with attorney in order to consider Mayor and Council's position and instruct its attorneys regarding resolving or avoiding legal issues regarding PACE San Jose Waste Water Treatment Plant (WWTP) Solar Project contracts.

Anne Carl, City Attorney

MOTION: Councilmember Cline moved to go into Executive Session.

SECOND: Councilmember Conners

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

MOTION: Councilmember Conners moved to come out of Executive Session

SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

15. City Manager's Report:

- Mr. Johnson thanked Ms. Coronado for working on the upgrading of the new City of Bisbee website. He also thanked Councilmember Conners for assisting in repainting the windows at the Women's Club.

MOTION: Councilmember Conners moved to adjourn the meeting.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 10:14PM

---

Ronald Oertle, Mayor

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: January 20, 2015

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☒CONSENT ☐

## TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

SUBJECT: RATIFICATION PURSUANT TO A.R.S. §38-431.05, OF ACTIONS TAKEN ON DECEMBER 16, 2014. THE PURPOSE OF THE ITEMS IS TO VALIDATE AN EARLIER ACTION BY THE MAYOR AND COUNCIL REGARDING OPERATION STONEGARDEN FOR EQUIPMENT.

FROM: Ronald Oertle, Mayor

RECOMMENDATION: Approve Ratification

PROPOSED MOTION: I move that we ratify the following Action taken at the December 16, 2014 Council meeting:

- An Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.

---

**DISCUSSION:**

This action is to validate an earlier action by the Mayor and Council that took place at the December 16, 2014 Regular Session.

---

**FISCAL IMPACT:****DEPARTMENT LINE ITEM ACCOUNT:****BALANCE IN LINE ITEM IF APPROVED:**

Prepared by:

Ashlee Coronado  
City Clerk

Reviewed by:

Ronald Oertle  
Mayor



## **DESCRIPTION OF ACTIONS TO BE RATIFIED**

On December 16, 2014, at 7:00 p.m., the City of Bisbee Mayor and Council, along with members of the administration, met during what the City had considered a properly noticed open session, pursuant to A.R.S. §38-431.02.

That meeting notice had been originally posted December 19, 2013, and the agenda was posted on Friday, December 12, 2014. The City administration learned that it needed to appoint Mr. Adam Ambrose as the City of Bisbee Magistrate, which required the agenda to be amended. Since the agenda had to be amended two other items involving the Arizona Department of Homeland Security for Operation Stonegarden Agreements were also included on the amended agenda. The Amended Agenda was posted around 4:00p.m., on December 15, 2015. Together, these three added items were listed on the amended agenda as follows:

**11. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation Stonegarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.**

**Ben Reyna, Police Chief**

**12. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation Stonegarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.**

**Ben Reyna, Police Chief**

**13. Discussion and Possible Approval of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.**

**Jestin Johnson, City Manager**

This amended agenda, which did show its three new items in “bold,” was timely posted inside of City Hall and placed on the City of Bisbee website. It was also sent via email at 4:40 p.m. on December 15<sup>th</sup> to everyone who was on the City’s email notice service.

There have and had been problems with the City of Bisbee’s website. Items that show(ed) up on the administrative side were not always showing up for users of the website who did not have administrative access. On or before December 15, 2014, it became apparent that numerous website problems had continued, and the City’s IT contractor was called to repair them.

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either prevents the posting of public notices on a website or that temporarily or permanently prevents the use of all or part of the website.” See *ARS* § 38-431.02(A)(1)(b). This exception does “not preclude the holding of the meeting for which the notice was posted if the public body complies with all other public notice requirements required...” *Id.*, emphasis added.

The administration has since determined that there are ways it can and will now enhance the public’s ability to see meeting notices at City Hall after normal business hours.

To avoid even the appearance that the City did violate the Open Meeting Law, the Mayor and Council will now consider ratifying its previous actions taken during that meeting that was not, see the explanation above, timely noticed. These actions include:

- **An Agreement between the Arizona Department of Homeland Security for Operation Stonegarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.**
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As a point of clarity any of the City’s actions taken during its December 16, 2014, meeting, the Mayor and Council will additionally take action to ratify all other matters that were included the agenda. The final agenda and unofficial minutes of that meeting are included in this packet.

## **MINUTES**

**MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, DECEMBER 16, 2014, AT 7:00 PM IN THE BISBEE MUNICIPAL BUILDING, 118 ARIZONA STREET, BISBEE, ARIZONA.**

**THE MEETING WAS CALLED TO ORDER BY MAYOR OERTLE AT 7:00PM.**

### **ROLL CALL**

#### **COUNCIL**

Councilmember Eugene Conners, Ward I  
Councilmember Joan Hansen, Ward II  
Councilmember Shirley Doughty, Ward III  
Mayor Ron Oertle  
Councilmember Anna Cline, Ward III, Mayor Pro Tempore  
Councilmember Douglas Dunn, Ward II  
Councilmember Serena Sullivan, Ward I

#### **STAFF**

Jestin Johnson, City Manager  
Ashlee Coronado, City Clerk  
Sharon Buono, Finance Director  
Thomas J. Klimek, Public Works Director/City Engineer  
Robert Coronado, Sergeant at Arms

#### **CITY ATTORNEY**

Anne Carl

**INVOCATION:** Mayor Oertle asked for a moment of silence for the people in Syria.

### **PLEDGE OF ALLEGIANCE**

### **MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:**

Mayor Oertle recognized Honorable Adam Ambrose and his wife Jane who were in attendance.

**THE FOLLOWING ITEMS WILL BE DISCUSSED, CONSIDERED AND/OR DECIDED UPON AT THIS MEETING:**

### **GENERAL BUSINESS:**

1. **ACCOUNTS PAYABLE:** Subject to availability of funds.

**MOTION:** Councilmember Cline moved to approve accounts payable in the amount of \$285,811.10.

**SECOND:** Councilmember Doughty

**MOTION PASSED: UNANIMOUSLY.**

### **CALL TO THE PUBLIC**

No one signed up to speak at the Call to the Public.

**2. Approval of the Consent Agenda**

- A. Approval of the Minutes of the Regular Session of Mayor and Council held on October 21, 2014 at 7:00PM.  
Ashlee Coronado, City Clerk
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- G. Approval of the Appointment of Councilmember Sullivan to the Community Sustainability Commission as the Council Liaison.  
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- H. Approval of the Appointment of Councilmember Sullivan to the Upper San Pedro River Partnership as the City of Bisbee Representative.  
Ashlee Coronado, City Clerk
- I. Approval of a Special Event Liquor License Application Submitted by the Olde World Church, Inc. for an Event to be Held at 16 Erie Street, Bisbee, on Saturday, February 14, 2015 from 6:00PM to 1:00AM.  
Ashlee Coronado, City Clerk

MOTION: Councilmember Cline moved to approve the Consent Agenda Items 2A through 2I.

SECOND: Councilmember Dunn

**ROLL CALL VOTE:**

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

**OLD BUSINESS**

- 3. Discussion and Possible Approval to Adopt Ordinance O-14-08, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be

Used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Making Provision for Existing Agreements; Providing for Repeal and Severability; and Otherwise Updating the City Tax Code By Eliminating Archaic Provision 8A-440 Rental Occupancy, which only Pertains to Rental Agreements Entered into Prior to 1967.

Anne Carl, City Attorney

Ms. Carl explained that this Ordinance along with the Ordinance on item number 4 are procedural items. They are a result of the voters approving tax increases for the Transaction Privilege Tax and Bed Tax. Both represent a change to the Tax Code and require passage of an Ordinance.

Councilmember Dunn thanked the people who voted for the increase to these Taxes. He hoped that this would be a new beginning to economic development within the Community.

MOTION: Councilmember Dunn moved to Approve Ordinance O-14-08, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be Used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Making Provision for Existing Agreements; Providing for Repeal and Severability; and Otherwise Updating the City Tax Code By Eliminating Archaic Provision 8A-440 Rental Occupancy, which only Pertains to Rental Agreements Entered into Prior to 1967.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

4. Discussion and Possible Approval to Adopt Ordinance O-14-09, Relating to Increasing the Transient Lodging (BED) Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, In Addition to the Applicable Transaction Privilege Tax Rate, with All These Additional Revenues to be Dedicated to Promoting the City of Bisbee As An Overnight Visitor Destination, and with this Increase to Remain in Effect for a Period not to Exceed Four (4) Years; Amending the City Tax Code; Providing Penalties for the Violation therefore; Designating Effective and Termination Dates; Making Provision for Existing Agreements; and Providing for Repeal and Severability.

Anne Carl, City Attorney

MOTION: Councilmember Dunn moved to Approve Ordinance O-14-09, Relating to Increasing the Transient Lodging (BED) Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, In Addition to the Applicable Transaction Privilege Tax Rate, with All These Additional Revenues to be Dedicated to Promoting the City of Bisbee As An Overnight Visitor Destination, and with this Increase to Remain in Effect for a Period not to Exceed Four (4) Years; Amending the City Tax Code; Providing Penalties for the Violation therefore; Designating Effective and Termination Dates; Making Provision for Existing Agreements; and Providing for Repeal and Severability.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

## NEW BUSINESS

5. Presentation of the City of Bisbee Annual Audit Report for the Year Ended June 30, 2014 by Olivia Brasher, CPA, of Fester & Chapman, P.C.

Sharon R. Buono, Finance Director

Mrs. Buono stated that the Charter requires that an independent audit of the City's Financial Statements be completed on an annual basis. Their responsibility was to give an opinion on whether the financial statements are fairly presented. Mrs. Buono introduced Ms. Olivia Brasher, CPA, of Fester & Chapman, P.C.

Ms. Brasher thanked Mrs. Buono and the Finance Department for an outstanding job in preparing for the audit. She said that Fester & Chapman had been auditing the City of Bisbee since 2001. She gave a power point presentation and gave a brief overview of the audit process. She went on to say that there were no significant accounting policy/ procedure changes in FY 14 and Fester & Chapman issued an unmodified opinion on the Financial Statements which is the best possible results that can be given. She reported the summary of the entire audit.

6. Discussion and Possible Approval of Notice of Intent to Adopt Ordinance O-14-10, Authorizing the Sale and Transfer of City Property Located at 22 C Star Avenue and also adjacent to "Ogwen Ave."

Ann Carl, City Attorney

MOTION: Councilmember Dunn moved to Approve the Notice of Intent to Adopt Ordinance O-14-10, Authorizing the Sale and Transfer of City Property Located at 22 C Star Avenue and also adjacent to "Ogwen Ave."

SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

7. Discussion and Possible Approval of a Public Auction for the Transfer of Certain City Property (Parcel A) Located adjacent to 5B Moon Canyon and the Establishment of a Date for Auction and Minimum Bid Price.

Anne Carl, City Attorney

Ms. Carl explained that if a motion was made Council would have to choose what that minimum bid would be.

MOTION: Councilmember Hansen moved to authorize a public auction for the transfer of "Parcel A" designated surplus City property located adjacent to 5B Moon Canyon, set the date of this auction for January 20<sup>th</sup>, 2015 here at the regular Council Meeting at City Hall, and establish a minimum bid price of \$1,033 for this property.

SECOND: Councilmember Doughty

MOTION PASSED: UNANIMOUSLY

8. Discussion and Possible Approval of a Public Auction for the Transfer of Certain City Property (Parcel B) Located adjacent to 5B Moon Canyon and the Establishment of a Date for Auction and Minimum Bid Price.

Anne Carl, City Attorney

Ms. Carl said that this parcel did not come with a recommendation from the Planning and Zoning Commission. She gave some history into this property and said that Council does not need a recommendation from the Planning and Zoning Commission to designate property for auction.

Ms. Hagstrum explained that she owns the property located at 5B Moon Canyon. She said that a small corner of the garage was on the property that was being discussed. This was necessary for Ms. Hagstrum and Mr. Sandler to sell the property.

MOTION: Councilmember Dunn moved to authorize a public auction for the transfer of "Parcel B" designated surplus City property located adjacent to 5B Moon Canyon, set the date of this auction for January 20<sup>th</sup>, 2015 here at the regular Council Meeting at City Hall, and establish a minimum bid price of \$2,571 for this property.

SECOND: Councilmember Sullivan

MOTION PASSED: UNANIMOUSLY

9. Discussion and Possible Approval to Enter into a Contract with ALTA Land Surveying, Inc. of Benson, to Perform a Boundary Survey on the Muheim House.

Thomas Klimek, Public Works Director

Mr. Klimek said that before Council was a request from the Public Works Department to enter into a contract with ALTA Land Surveying, Inc. of Benson to perform a boundary survey on the Miheim House. He stated that there was stack stone rock that requires repair and we would like to know for certain what the City actually owns.

Councilmember Sullivan asked if Public Works had looked into using any other survey companies to bid on this project. Mr. Klimek replied that in Old Bisbee surveys require a lot of research. He said that another firm had said that their starting quote would be \$3,500 and it would increase from there.

MOTION: Councilmember Cline moved to enter into a Contract with ALTA Land Surveying, Inc. of Benson, to perform a Boundary Survey on the Muheim House.

SECOND: Councilmember Dunn

MOTION PASSED: UNANIMOUSLY

10. Discussion and Possible Approval of a Resolution R-14-22, Authorizing Mayor Oertle to Serve as the City's Authorized Agent for Purposes of the Administration and Distribution of the Funds for the Tintown Project.

Anne Carl, City Attorney

Ms. Carl stated that this was an ongoing project and the previous Mayor had the authority to sign these items along with the Finance Director.

MOTION: Councilmember Cline moved to approve Resolution R-14-22, Authorizing Mayor Oertle to Serve as the City's Authorized Agent for Purposes of the Administration and Distribution of the Funds for the Tintown Project.

SECOND: Councilmember Doughty

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

11. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.

Ben Reyna, Police Chief

Sgt. Coronado explained that the Police Department had been awarded a grant from the Federal Government in continued support of Operation Stonegarden in the amount of \$115,000.

Councilmember Hansen asked for a brief explanation of what Stonegarden was. Sgt. Coronado said that since 2001 the Federal Government began a program utilizing Police Officers to provide assistance in helping secure the borders. The purpose was to decrease the amount of illegal activity in southern borders. He went on to explain the grant process and accounting processes.

Councilmember Sullivan asked if the overtime would increase the percentage of pensions over the long term. Ms. Buono replied that it would over the long-term.

MOTION: Councilmember Cline moved to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.

SECOND: Councilmember Doughty

ROLL CALL VOTE:

AYES: Councilmember Conners, Doughty, Cline, Dunn, and Mayor Oertle

NAYS: Councilmember Hansen, Sullivan

MOTION PASSED: AYES-5; NAYS-2

12. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.

Ben Reyna, Police Chief

Sgt. Coronado explained that the Bisbee Police Department had been awarded a grant in the amount of \$12,000 for equipment. This money will specifically be used to purchase thermal imaging units. They will be vehicle mounted units. This grant cannot be used for anything else than what was approved by the Department of Homeland Security.

MOTION: Councilmember Cline moved to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.

SECOND: Councilmember Doughty

ROLL CALL VOTE:

AYES: Councilmember Conners, Doughty, Cline, Dunn, and Mayor Oertle

NAYS: Councilmember Hansen, Sullivan

MOTION PASSED: AYES-5; NAYS-2



13. Discussion and Possible Approval of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.

Jestin Johnson, City Manager

Mr. Johnson explained that per Article 5.2.1 of the City of Bisbee City Code, "The Magistrate shall be appointed by the council for a period of two years, with such compensation as may be determined by the council".

Mr. Ambrose addressed the council and said that he was looking forward to serving as the City Magistrate and would do his best to serve the City well.

MOTION: Councilmember Doughty moved to Approve of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.

SECOND: Councilmember Hansen

MOTION PASSED: UNANIMOUSLY

14. Discussion and Possible Vote to Enter into Executive Session, per A.R.S. § 38-431.03(A)(4), for discussion or consultation with attorney in order to consider Mayor and Council's position and instruct its attorneys regarding resolving or avoiding legal issues regarding PACE San Jose Waste Water Treatment Plant (WWTP) Solar Project contracts.

Anne Carl, City Attorney

MOTION: Councilmember Cline moved to go into Executive Session.

SECOND: Councilmember Conners

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

MOTION: Councilmember Conners moved to come out of Executive Session

SECOND: Councilmember Hansen

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

15. City Manager's Report:

- Mr. Johnson thanked Ms. Coronado for working on the upgrading of the new City of Bisbee website. He also thanked Councilmember Conners for assisting in repainting the windows at the Women's Club.

MOTION: Councilmember Conners moved to adjourn the meeting.

SECOND: Councilmember Cline

MOTION PASSED: UNANIMOUSLY

ADJOURNMENT: 10:14PM

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Ronald Oertle, Mayor

**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: January 20, 2015

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☒ CONSENT ☐

## TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

**SUBJECT: RATIFICATION PURSUANT TO A.R.S. §38-431.05, OF ACTIONS TAKEN ON DECEMBER 16, 2014. THE PURPOSE OF THE ITEMS IS TO VALIDATE AN EARLIER ACTION BY THE MAYOR AND COUNCIL REGARDING APPROVAL OF THE APPOINTMENT OF MR. ADAM AMBROSE AS THE CITY OF BISBEE MAGISTRATE.**

FROM: **Ronald Oertle, Mayor**RECOMMENDATION: **Approve Ratification**PROPOSED MOTION: **I move that we ratify the following Action taken at the December 16, 2014 Council meeting:**

- **Approval of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.**

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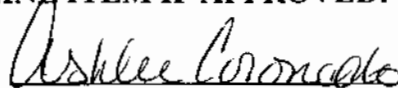
**DISCUSSION:**

This action is to validate an earlier action by the Mayor and Council that took place at the December 16, 2014 Regular Session.


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**FISCAL IMPACT:****DEPARTMENT LINE ITEM ACCOUNT:****BALANCE IN LINE ITEM IF APPROVED:**

Prepared by:

  
**Ashlee Coronado**  
City Clerk

Reviewed by:

  
**Ronald Oertle**  
Mayor

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Councilmember Joan Hansen, Ward II  
Councilmember Shirley Doughty, Ward III  
Mayor Ron Oertle  
Councilmember Anna Cline, Ward III, Mayor Pro Tempore  
Councilmember Douglas Dunn, Ward II  
Councilmember Serena Sullivan, Ward I

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## ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

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Anne Carl, City Attorney

Ms. Carl explained that this Ordinance along with the Ordinance on item number 4 are procedural items. They are a result of the voters approving tax increases for the Transaction Privilege Tax and Bed Tax. Both represent a change to the Tax Code and require passage of an Ordinance.

Councilmember Dunn thanked the people who voted for the increase to these Taxes. He hoped that this would be a new beginning to economic development within the Community.

MOTION: Councilmember Dunn moved to Approve Ordinance O-14-08, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be Used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Making Provision for Existing Agreements; Providing for Repeal and Severability; and Otherwise Updating the City Tax Code By Eliminating Archaic Provision 8A-440 Rental Occupancy, which only Pertains to Rental Agreements Entered into Prior to 1967.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

4. Discussion and Possible Approval to Adopt Ordinance O-14-09, Relating to Increasing the Transient Lodging (BED) Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, In Addition to the Applicable Transaction Privilege Tax Rate, with All These Additional Revenues to be Dedicated to Promoting the City of Bisbee As An Overnight Visitor Destination, and with this Increase to Remain in Effect for a Period not to Exceed Four (4) Years; Amending the City Tax Code; Providing Penalties for the Violation therefore; Designating Effective and Termination Dates; Making Provision for Existing Agreements; and Providing for Repeal and Severability.

Anne Carl, City Attorney

MOTION: Councilmember Dunn moved to Approve Ordinance O-14-09, Relating to Increasing the Transient Lodging (BED) Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, In Addition to the Applicable Transaction Privilege Tax Rate, with All These Additional Revenues to be Dedicated to Promoting the City of Bisbee As An Overnight Visitor Destination, and with this Increase to Remain in Effect for a Period not to Exceed Four (4) Years; Amending the City Tax Code; Providing Penalties for the Violation therefore; Designating Effective and Termination Dates; Making Provision for Existing Agreements; and Providing for Repeal and Severability.

SECOND: Councilmember Cline

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

## NEW BUSINESS

5. Presentation of the City of Bisbee Annual Audit Report for the Year Ended June 30, 2014 by  
Olivia Brasher, CPA, of Fester & Chapman, P.C.  
Sharon R. Buono, Finance Director

Mrs. Buono stated that the Charter requires that an independent audit of the City's Financial Statements be completed on an annual basis. Their responsibility was to give an opinion on whether the financial statements are fairly presented. Mrs. Buono introduced Ms. Olivia Brasher, CPA, of Fester & Chapman, P.C.

Ms. Brasher thanked Mrs. Buono and the Finance Department for an outstanding job in preparing for the audit. She said that Fester & Chapman had been auditing the City of Bisbee since 2001. She gave a power point presentation and gave a brief overview of the audit process. She went on to say that there were no significant accounting policy/ procedure changes in FY 14 and Fester & Chapman issued an unmodified opinion on the Financial Statements which is the best possible results that can be given. She reported the summary of the entire audit.

6. Discussion and Possible Approval of Notice of Intent to Adopt Ordinance O-14-10, Authorizing the Sale and Transfer of City Property Located at 22 C Star Avenue and also adjacent to "Ogwen Ave."

Ann Carl, City Attorney

MOTION: Councilmember Dunn moved to Approve the Notice of Intent to Adopt Ordinance O-14-10, Authorizing the Sale and Transfer of City Property Located at 22 C Star Avenue and also adjacent to "Ogwen Ave."

SECOND: Councilmember Hansen

## ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

7. Discussion and Possible Approval of a Public Auction for the Transfer of Certain City Property (Parcel A) Located adjacent to 5B Moon Canyon and the Establishment of a Date for Auction and Minimum Bid Price.

Anne Carl, City Attorney

Ms. Carl explained that if a motion was made Council would have to choose what that minimum bid would be.

MOTION: Councilmember Hansen moved to authorize a public auction for the transfer of "Parcel A" designated surplus City property located adjacent to 5B Moon Canyon, set the date of this auction for January 20<sup>th</sup>, 2015 here at the regular Council Meeting at City Hall, and establish a minimum bid price of \$1,033 for this property.

SECOND: Councilmember Doughty

MOTION PASSED: UNANIMOUSLY



8. Discussion and Possible Approval of a Public Auction for the Transfer of Certain City Property (Parcel B) Located adjacent to 5B Moon Canyon and the Establishment of a Date for Auction and Minimum Bid Price.

Anne Carl, City Attorney

Ms. Carl said that this parcel did not come with a recommendation from the Planning and Zoning Commission. She gave some history into this property and said that Council does not need a recommendation from the Planning and Zoning Commission to designate property for auction.

Ms. Hagstrum explained that she owns the property located at 5B Moon Canyon. She said that a small corner of the garage was on the property that was being discussed. This was necessary for Ms. Hagstrum and Mr. Sandler to sell the property.

MOTION: Councilmember Dunn moved to authorize a public auction for the transfer of "Parcel B" designated surplus City property located adjacent to 5B Moon Canyon, set the date of this auction for January 20<sup>th</sup>, 2015 here at the regular Council Meeting at City Hall, and establish a minimum bid price of \$2,571 for this property.

SECOND: Councilmember Sullivan

MOTION PASSED: UNANIMOUSLY

9. Discussion and Possible Approval to Enter into a Contract with ALTA Land Surveying, Inc. of Benson, to Perform a Boundary Survey on the Muheim House.

Thomas Klimek, Public Works Director

Mr. Klimek said that before Council was a request from the Public Works Department to enter into a contract with ALTA Land Surveying, Inc. of Benson to perform a boundary survey on the Miheim House. He stated that there was stack stone rock that requires repair and we would like to know for certain what the City actually owns.

Councilmember Sullivan asked if Public Works had looked into using any other survey companies to bid on this project. Mr. Klimek replied that in Old Bisbee surveys require a lot of research. He said that another firm had said that their starting quote would be \$3,500 and it would increase from there.

MOTION: Councilmember Cline moved to enter into a Contract with ALTA Land Surveying, Inc. of Benson, to perform a Boundary Survey on the Muheim House.

SECOND: Councilmember Dunn

MOTION PASSED: UNANIMOUSLY

10. Discussion and Possible Approval of a Resolution R-14-22, Authorizing Mayor Oertle to Serve as the City's Authorized Agent for Purposes of the Administration and Distribution of the Funds for the Tintown Project.

Anne Carl, City Attorney

Ms. Carl stated that this was an ongoing project and the previous Mayor had the authority to sign these items along with the Finance Director.

MOTION: Councilmember Cline moved to approve Resolution R-14-22, Authorizing Mayor Oertle to Serve as the City's Authorized Agent for Purposes of the Administration and Distribution of the Funds for the Tintown Project.

SECOND: Councilmember Doughty

ROLL CALL VOTE:

AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle

NAYS: 0

MOTION PASSED: AYES-7; NAYS-0

11. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.

Ben Reyna, Police Chief

Sgt. Coronado explained that the Police Department had been awarded a grant from the Federal Government in continued support of Operation Stonegarden in the amount of \$115,000.

Councilmember Hansen asked for a brief explanation of what Stonegarden was. Sgt. Coronado said that since 2001 the Federal Government began a program utilizing Police Officers to provide assistance in helping secure the borders. The purpose was to decrease the amount of illegal activity in southern borders. He went on to explain the grant process and accounting processes.

Councilmember Sullivan asked if the overtime would increase the percentage of pensions over the long term. Ms. Buono replied that it would over the long-term.

MOTION: Councilmember Cline moved to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-01 and the City of Bisbee Police Department in the Amount of \$115,000 of this \$100,000 for Overtime and Employee Related Expenses and \$15,000 for Mileage.

SECOND: Councilmember Doughty

ROLL CALL VOTE:

AYES: Councilmember Conners, Doughty, Cline, Dunn, and Mayor Oertle

NAYS: Councilmember Hansen, Sullivan

MOTION PASSED: AYES-5; NAYS-2

12. Discussion and Possible Approval to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.

Ben Reyna, Police Chief

Sgt. Coronado explained that the Bisbee Police Department had been awarded a grant in the amount of \$12,000 for equipment. This money will specifically be used to purchase thermal imaging units. They will be vehicle mounted units. This grant cannot be used for anything else than what was approved by the Department of Homeland Security.

MOTION: Councilmember Cline moved to enter into an Agreement between the Arizona Department of Homeland Security for Operation StoneGarden award #140415-02 and the City of Bisbee Police Department in the Amount of \$12,000 for Equipment.

SECOND: Councilmember Doughty

ROLL CALL VOTE:

AYES: Councilmember Conners, Doughty, Cline, Dunn, and Mayor Oertle

NAYS: Councilmember Hansen, Sullivan

MOTION PASSED: AYES-5; NAYS-2

**13. Discussion and Possible Approval of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.**

**Jestin Johnson, City Manager**

**Mr. Johnson explained that per Article 5.2.1 of the City of Bisbee City Code, "The Magistrate shall be appointed by the council for a period of two years, with such compensation as may be determined by the council".**

**Mr. Ambrose addressed the council and said that he was looking forward to serving as the City Magistrate and would do his best to serve the City well.**

**MOTION: Councilmember Doughty moved to Approve of the Appointment of Mr. Adam Ambrose as the City of Bisbee Magistrate.**

**SECOND: Councilmember Hansen  
UNANIMOUSLY**

**MOTION PASSED:**

- 14. Discussion and Possible Vote to Enter into Executive Session, per A.R.S. § 38-431.03(A)(4), for discussion or consultation with attorney in order to consider Mayor and Council's position and instruct its attorneys regarding resolving or avoiding legal issues regarding PACE San Jose Waste Water Treatment Plant (WWTP) Solar Project contracts.**

**Anne Carl, City Attorney**

**MOTION: Councilmember Cline moved to go into Executive Session.**

**SECOND: Councilmember Conners**

**ROLL CALL VOTE:**

**AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle**

**NAYS: 0**

**MOTION PASSED: AYES-7; NAYS-0**

**MOTION: Councilmember Conners moved to come out of Executive Session**

**SECOND: Councilmember Hansen**

**ROLL CALL VOTE:**

**AYES: Councilmember Conners, Hansen, Doughty, Cline, Dunn, Sullivan and Mayor Oertle**

**NAYS: 0**

**MOTION PASSED: AYES-7; NAYS-0**

**15. City Manager's Report:**

- **Mr. Johnson thanked Ms. Coronado for working on the upgrading of the new City of Bisbee website. He also thanked Councilmember Conners for assisting in repainting the windows at the Women's Club.**

**MOTION: Councilmember Conners moved to adjourn the meeting.**

**SECOND: Councilmember Cline**

**MOTION PASSED: UNANIMOUSLY**

**ADJOURNMENT: 10:14PM**

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**Ronald Oertle, Mayor**



## REQUEST FOR MAYOR &amp; COUNCIL ACTION

Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☒ CONSENT ☐

## TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☒ FORMAL ACTION ☐ OTHER ☐

SUBJECT: Discussion and Possible Approval to Adopt Ordinance O-15-01, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be Used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Providing for Repeal and Severability

FROM: Anne Carl, City Attorney

RECOMMENDATION: Approve Ordinance O-15-01.

PROPOSED MOTION: I move to Adopt Ordinance O-15-01, Relating to Increasing the Transaction Privilege Tax Levied by the City of Bisbee by an Additional One Percent of the Gross Revenues or Values that are Subject to such Tax, with All these Additional Revenues to be Used for Maintenance, Repair, Replacement and Improvement of the City Streets and Infrastructure; Amending the City Tax Code; Providing Penalties for the Violation thereof; Designating Effective and Termination Dates; Providing for Repeal and Severability

## DISCUSSION:

On Dec. 16, 2014, the City passed an ordinance covering all provisions listed in the City Tax Code; however, because that Code is out-of-date with Article IV of the AZ Model City Tax Code (incorporated by reference), one provision was missed; Section 8A-462. Retail sales: food for home consumption. The City Tax Code was last updated in 2011. In March 2013, The State of Arizona Municipal Tax Code Commission approved a change in the tax code which created Section 8A-462 which removed food for home consumption from Section 8A-460 Retail Sales. City staff will be reviewing and updating, if required, the City Tax Code for any other changes since 2011 and will bring forth those changes as required.

FISCAL IMPACT: Unknown

DEPARTMENT LINE ITEM ACCOUNT: n/a

BALANCE IN LINE ITEM IF APPROVED: n/a

Prepared by: Ashlee Coronado  
Ashlee Coronado, City ClerkReviewed by: Jestin Johnson  
Jestin Johnson, City Manager

## **ORDINANCE O-15-01**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, RELATING TO INCREASING THE TRANSACTION PRIVILEGE TAX LEVIED BY THE CITY OF BISBEE BY AN ADDITIONAL ONE PERCENT OF THE GROSS REVENUES OR VALUES THAT ARE SUBJECT TO SUCH TAX, WITH ADDITIONAL REVENUES TO BE USED FOR MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF THE CITY STREETS AND INFRASTRUCTURE; AMENDING THE CITY TAX CODE; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; DESIGNATING EFFECTIVE AND TERMINATION DATES; AND PROVIDING FOR REPEAL AND SEVERABILITY.**

**WHEREAS**, the City Council of the City of Bisbee, County of Cochise, State of Arizona did cause, to be submitted to the qualified electors of the City at a General Election held in and for the City on the 4<sup>th</sup> day of November, 2014, pursuant to the City Charter, Article VI., Section 6.02(g), the question of a One Percent (1%) increase in the transaction privilege tax, which would increase the this tax rate from Two and One Half Percent (2.5%) to Three and One Half Percent (3.5%) for a period not to exceed eight (8) years; and

**WHEREAS**, the election returns have been presented to and have been canvassed by the City Council; and

**WHEREAS**, election results show that the majority of qualified electors approved this transaction privilege tax increase; and

**WHEREAS**, on Dec. 16, 2014, the City passed an ordinance covering all provisions listed in the City Tax Code; however, because that Code is out-of-date with Article IV of the AZ Model City Tax Code (incorporated by reference), one provision was missed;

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AS FOLLOWS:**

**SECTION I:** The tax rate of the following section, which is incorporated by reference into Article IV, Privilege Taxes, of the Tax Code of the City of Bisbee, is increased from Two and One Half Percent (2.5%) to Three and One Half Percent (3.5%):

Section 8A-462. Retail sales: food for home consumption

**SECTION II:** The proceeds from the additional tax imposed pursuant to this ordinance shall be dedicated to the maintenance, repair, replacement and improvement of the City streets and infrastructure.

**SECTION III:** Any person found guilty of violating any provision of this amendment to the tax code shall be guilty of a class one misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein above described.

**SECTION IV:** The provisions of this Ordinance shall become effective on March 1, 2015.

**SECTION V:** The authority to levy the tax imposed by this Ordinance shall expire on February 28, 2023.

**SECTION VI:** If any section or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Ordinance, to the full extent that it can be enforced, consistent with applicable law.

**SECTION VII:** All ordinances and parts of ordinances in conflict with this ordinance are repealed upon the effective date of this ordinance, to the extent of any such conflict.

**PASSED, APPROVED AND ADOPTED** by the Mayor and Council of the City of Bisbee, County of Cochise, State of Arizona, on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015.

**APPROVED:**

\_\_\_\_\_  
Ron Oertle, Mayor

**ATTEST:**

\_\_\_\_\_  
Ashlee Coronado, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anne Carl, City Attorney

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 15, 2015REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐SUBJECT: **Public Auction of Designated Surplus Property Located adjacent to 5B Moon Canyon  
(Parcel A as indicated on the attached map)**FROM: **Anne Carl, City Attorney**RECOMMENDATION: **Conduct Public Auction**PROPOSED MOTION: **Depending upon results of the auction, a possible motion would be, "I  
move that we accept the bid from \_\_\_\_\_ (the highest bidder) in the  
amount or value of \$ \_\_\_\_\_."**

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**DISCUSSION:** This public auction process was initiated by Mr. Alvin Sandler and Ms. Hagstrum and concerns City-owned property located on a portion of an unnamed public right of way that parallels the southeast side of 5B Moon Canyon or parcel A as indicated on the map. The process would be as follows:**1. Announce that this is the time and place set for the public auction of the designated surplus property located on a portion of an unnamed public right of way that parallels the southeast side of 5B Moon Canyon or parcel A as indicated on the map, and that the minimum bid is \$1,033.00 or equivalent value.****2. Receive bids.****3. Move to accept the most favorable bid that meets the minimum bid requirements.****(The formal transfer of the property will require a separate ordinance and deed.)**

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**FISCAL IMPACT:** **Unknown****DEPARTMENT LINE ITEM ACCOUNT:** **Capital Improvements Fund****BALANCE IN LINE ITEM IF APPROVED:** **NA**

Prepared by:

  
**Ashlee Coronado**  
City Clerk

Reviewed by:

  
**Justin Johnson, City Manager**

SS/EGRESS  
EASEMENT  
(IS SURVEY)

L. 582

N 43°06'00" E 75.00'

68

72

73

S 46°54'00" E 46.00'

CONC. D.  
S 28°10'17" W 88.94'

FND. 1/2" REBAR  
NO ID

AVE.

5B Moon C.

EXIST.  
BLDG.

FEE NO. 970924821  
PARCEL 3  
3450 SQ. FT. +/-

709241  
REL 1  
FT. +

80.70'

177.68'

RIGHT  
30° E

FEE NO. 970924821  
PARCEL 2  
6646 SQ. FT. +/-

S 09°01'00" W

EXIST.  
BLDG.

ADAMS

133.49'

20'6"

235

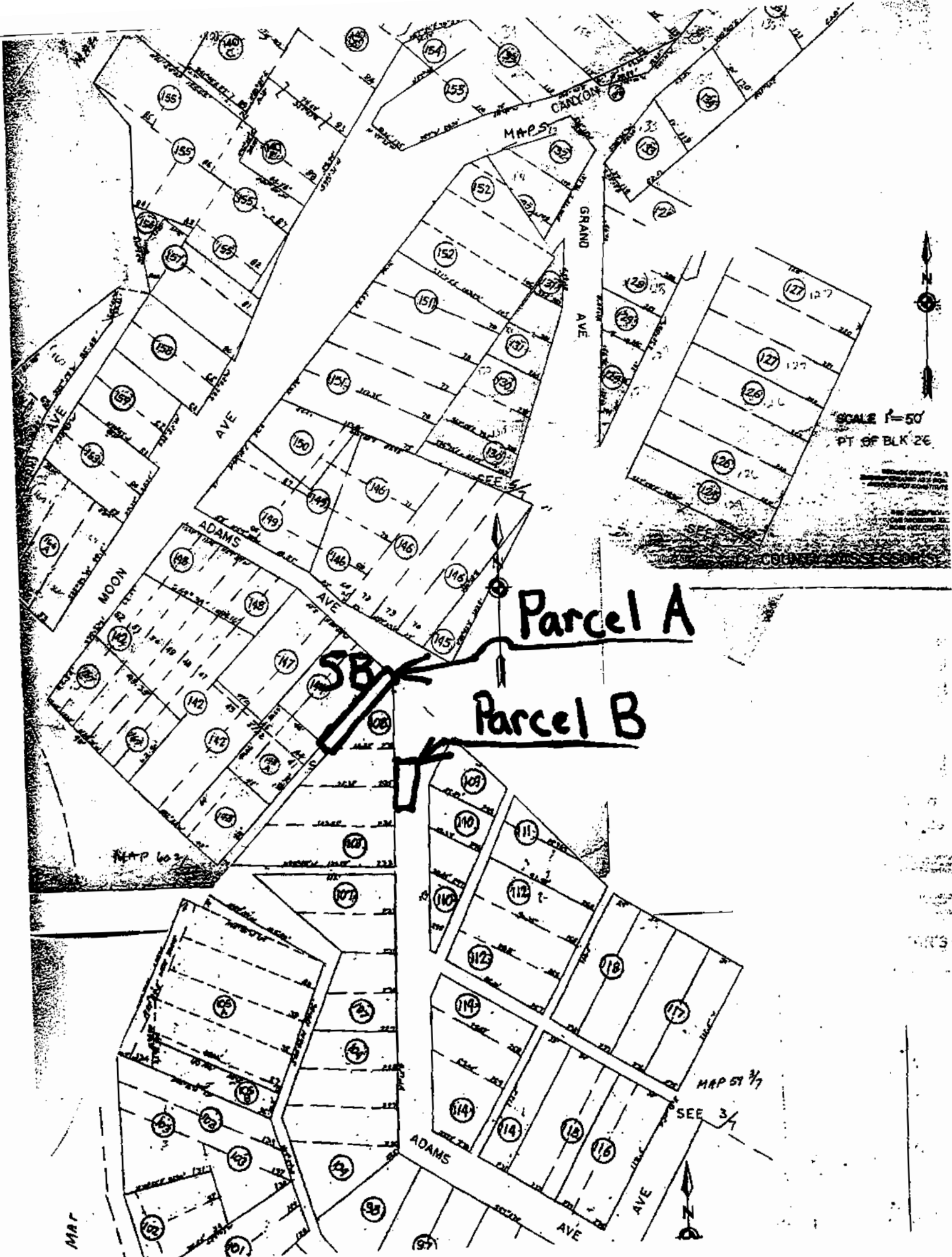
234

29'3"  
857.649.72

B

295





Parcel A

Parcel B

SCALE 1"=50'  
PT OF BLK 26'

RECORD COUNTY AS 1  
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RECORD COUNTY AS 3  
RECORD COUNTY AS 4  
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RECORD COUNTY AS 100

MAP 51 3/4

SEE 3 1/4

ADAMS

AVE

AVE

MOON

AVE

GRAND

AVE

CANYON

MAP 51 3/4

MAP 60 3/4

MAP

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 15, 2015REGULAR ☒ CONSENT ☐

## TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐SUBJECT: Public Auction of Designated Surplus Property Located adjacent to 5B Moon Canyon  
(Parcel B as indicated on the attached map)

FROM: Anne Carl, City Attorney

RECOMMENDATION: Conduct Public Auction

PROPOSED MOTION: Depending upon results of the auction, a possible motion would be, "I move that we accept the bid from \_\_\_\_\_ (the highest bidder) in the amount or value of \$\_\_\_\_\_."

**DISCUSSION:** This public auction process was initiated by Mr. Alvin Sandler and Ms. Hagstrum and concerns City-owned property that is currently part of the public easement for Adams Avenue, near 5B Moon Canyon or parcel B as indicated on the map. The process would be as follows:

1. Announce that this is the time and place set for the public auction of the designated surplus property located on a portion of an unnamed public right of way that parallels the southeast side of 5B Moon Canyon or parcel A as indicated on the map, and that the minimum bid is \$2,571.00 or equivalent value.

2. Receive bids.

3. Move to accept the most favorable bid that meets the minimum bid requirements.

(The formal transfer of the property will require a separate ordinance and deed.)

**FISCAL IMPACT:** Unknown**DEPARTMENT LINE ITEM ACCOUNT:** Capital Improvements Fund**BALANCE IN LINE ITEM IF APPROVED:** NA

Prepared by: Ashlee Coronado  
Ashlee Coronado  
City Clerk

Reviewed by: Jestin Johnson  
Jestin Johnson, City Manager

**Parcel 2**

- FEE NO. 970924021
- PARCEL 2
- 6546 SQ. FT. +/-
- EXIST. BLDG.
- Dimensions: 857.6 x 49.72

**Parcel 3**

- FEE NO. 970924021
- PARCEL 3
- 3450 SQ. FT. +/-
- EXIST. BLDG.
- Dimensions: 688.9 x 75.00

**Other Features:**

- Adams Ave.
- Right-of-Way
- SS/EGRESS EASEMENT (IS SURVEY)
- Handwritten: SB Moon Co., A, B

17

68

72

73

SS/EGRESS EASEMENT (IS SURVEY)

1.552

74

FND. 1/2" REBAR NO ID

N 43°06'00" E 75.00'

S 46°54'00" E 46.00'

5B Moon C.

EXIST. BLDG.

75.00'

S 43°06'00" W 75.00'

688.9

FEE NO. 970924021

PARCEL 3

3450 SQ. FT. +/-

46.0'

0924

EL 1

FT. +

50.70'

177.68'

RIGHT

30° E

236

20'6"

133.49'

29.3'

17.4'

ADAMS AVE.

235

234

EXIST. BLDG.

S 09°01'00" W

857.649.72

B

295

SS/EGRESS EASEMENT (IS SURVEY)

68 72 73 74

S 46°54'00" E 75.00' 46.00'

N 43°06'00" E 75.00'

5B Moon C.

EXIST. BLDG.

FEE NO. 970924021  
PARCEL 3  
3450 SQ. FT. +/-

S 43°06'00" W 75.00'

68.89'

ADAMS AVE.

FND. 1/2" REBAR NO ID

0924  
EL 1  
FT. +

50.70'

177.68'

RIGHT

30° E

236

20'6"

133.49'

235

17.4'

29'3"

857.649.72

5B

EXIST. BLDG.

S 09°01'00" W

234

295

SS/EGRESS EASEMENT (IS SURVEY)

68 72 73 74

S 46°54'00" E 75.00' 46.00'

N 43°06'00" E 75.00'

5B Moon C.

EXIST. BLDG.

FEE NO. 970924021  
PARCEL 3  
3450 SQ. FT. +/-

S 43°06'00" W 75.00'

68.89'

ADAMS AVE.

FND. 1/2" REBAR NO ID

0924  
EL 1  
FT. +

50.70'

177.68'

RIGHT

30° E

236

20'6"

133.49'

235

17.4'

29'3"

857.649.72

5B

EXIST. BLDG.

S 09°01'00" W

234

295

17

68

72

73

SS/EGRESS EASEMENT (IS SURVEY)

1.552

74

FND. 1/2" REBAR NO ID

N 43°06'00" E 75.00'

S 46°54'00" E 46.00'

5B Moon C.

EXIST. BLDG.

75.00'

S 43°06'00" W 75.00'

688.9

FEE NO. 970924021

PARCEL 3

3450 SQ. FT. +/-

46.0'

0924

EL 1

FT. +

50.70'

177.68'

236

20'6"

133.49'

235

17.4

ADAMS AVE.

295

S 09°01'00" W

29.3'

857.649.72

51

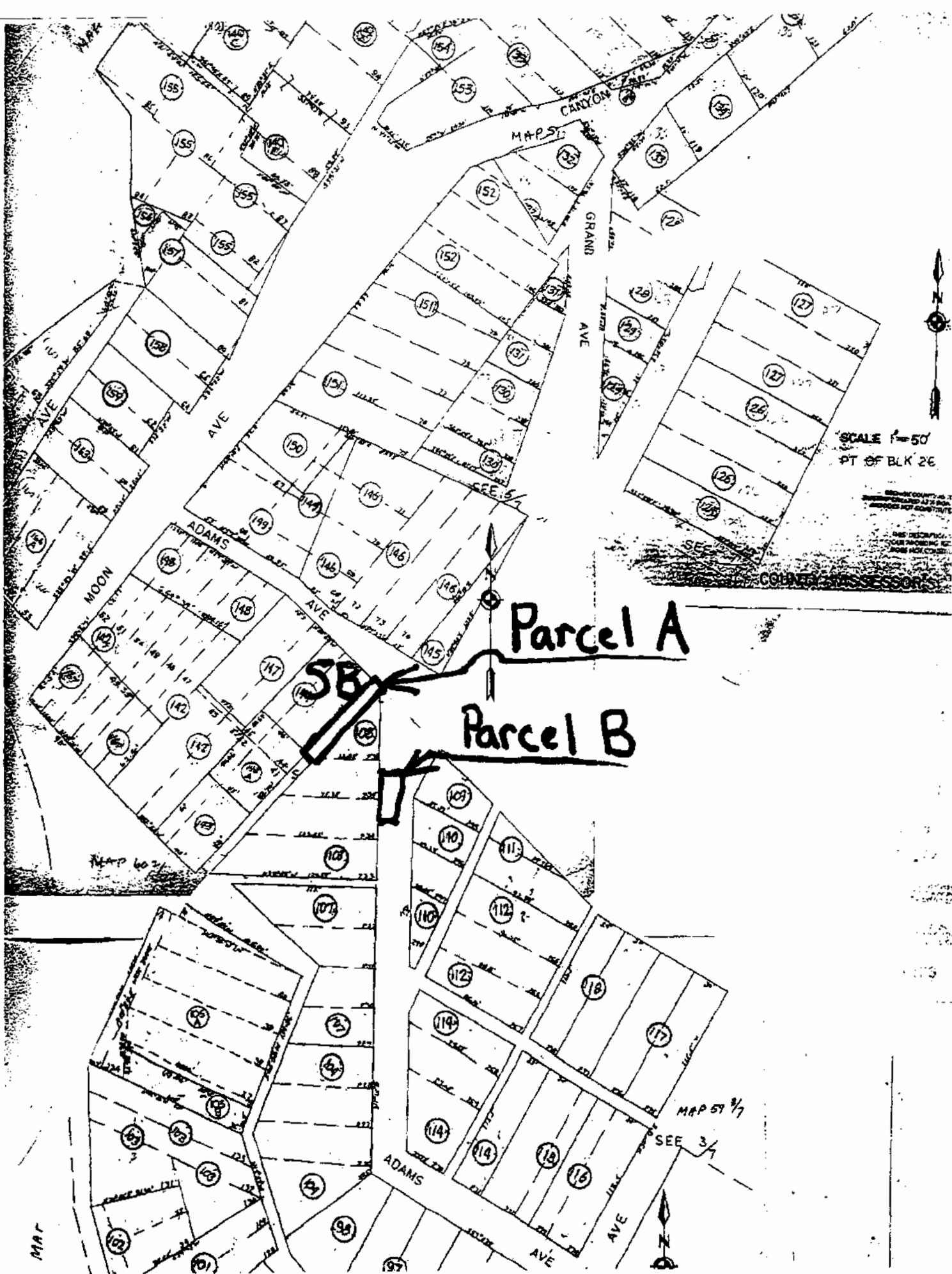
234

EXIST. BLDG.

3546 SQ. FT. +/-

PARCEL 2

FEE NO. 970924021



**REQUEST FOR MAYOR & COUNCIL ACTION**

Session of: January 20, 2015

☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 15, 2015REGULAR ☒CONSENT ☐

## TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

**SUBJECT:** Discussion and Possible Action on the Petition received at the January 6, 2015 Regular Session of Mayor and Council regarding 1) notice of the Amended agenda for the December 16, 2014 Council Meeting, 2) Verification of the date, time and locations of the Officially required public notification for any agenda, and discussion regarding making the agenda public one week before a council meeting, 3) Discussion and Evaluation of the purpose of the monies received from the Department of Homeland Security's Stonegarden Grant.

**FROM:** Ronald Oertle, Mayor**RECOMMENDATION:** Discussion and Action**PROPOSED MOTION:****DISCUSSION:**

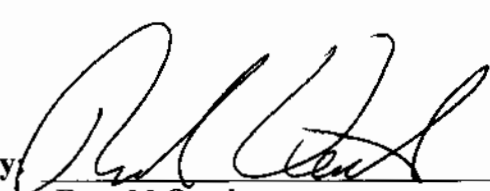
A petition was received at the January 6<sup>th</sup> Regular Session of Mayor and Council requesting the following:

1. Notice of the Amended Agenda for the December 16, 2014 Council Meeting
2. Verification of the date, time and locations of the officially required public notification for any agenda, and discussion regarding making the agenda public one week before a council meeting
3. Discussion and Evaluation of the purpose of the monies received from the Department of Homeland Security's Stonegarden Grant.

**FISCAL IMPACT:** NA**DEPARTMENT LINE ITEM ACCOUNT:** NA**BALANCE IN LINE ITEM IF APPROVED:** NA**Prepared by:**

  
Ashlee Coronado  
City Clerk

**Reviewed by:**

  
Ronald Oertle  
Mayor

JAN 0 2015

CITY CLERK'S OFFICE  
CITY OF BISBEE

PETITION TO MAYOR AND CITY COUNCIL.

WE REQUEST THAT THESE THREE ITEMS BE PLACED ON THE AGENDA OF NEXT REGULAR SESSIONS OF CITY COUNCIL FOR ACTION.

- 1) WE, THE UNDERSIGNED MEMBERS OF THE PUBLIC, BELIEVE THERE WAS LACK OF REQUIRED NOTICE OF THE AMENDED AGENDA FOR THE TUES DEC 16, 2014 CITY COUNCIL MEETING AND WE BELIEVE THIS TO BE A VIOLATION OF OPEN MEETING LAW ACCORDING TO ARS 38-431.02-10. WE REQUEST THAT THE 3 AGENDA ITEMS, NOS. 11, 12 AND 13 ON SAID AGENDA BE DECLARED NULL AND VOID DUE TO THIS VIOLATION OF STATE OPEN MEETING LAW.
- 2) WE REQUEST A VERIFICATION OF THE DATE, TIME AND LOCATIONS OF THE OFFICIALLY REQUIRED PUBLIC NOTIFICATION FOR ANY AGENDA (AS WELL AS AMENDED AGENDAS) OF THE BISBEE CITY COUNCIL MEETINGS. WE ALSO REQUEST A DISCUSSION AND ACTION OF MAKING THE AGENDA PUBLIC AT LEAST ONE WEEK PRIOR TO THE ACTUAL CITY COUNCIL MEETING.
- 3) WE WOULD LIKE THE PUBLIC TO HAVE AN OPPORTUNITY TO DISCUSS AND EVALUATE THE PURPOSE OF THE MONIES RECEIVED FROM THE US DEPT. OF HOMELAND SECURITY VIA THE STONEGARDEN GRANTS TO THE CITY OF BISBEE.

Diana Puring 520 249 5043 Marie Minor (520) 432-5566  
Alondra Mello 520-227-9970 Jim Garno 520 236 7161  
Samuel E. Upson 520-432-7375  
Maggie Kharach 520/432-3866  
Alice [signature] (520) 249-1416  
Carol [signature] 520-432-9099

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☒ CONSENT ☐

## TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: DISCUSSION AND POSSIBLE ACTION: PUBLIC HEARING REGARDING THE  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2015  
TO SELECT A PROJECT TO SUBMIT TO THE ARIZONA DEPARTMENT OF  
HOUSING FOR THE FISCAL YEAR 2015.

FROM: **Jestin Johnson**


RECOMMENDATION: Staff recommends selection of a project to submit to the Arizona Department of Housing for the Fiscal Year 2015 application.

PROPOSED MOTION: I recommend to approve the selected the project " " to submit to the Arizona Department of Housing for the Fiscal Year 2015 Application.


**DISCUSSION:** The City of Bisbee is expected to receive approximately \$198,141 in Federal CDBG funds from the Arizona Department of Housing Regional Account (RA) for FY 2015. The total funding has yet to be approved. Any selected activity must meet one of the following three National Objectives: 1. Benefit low-moderate (LM) income persons and areas 2. Prevention or alleviation of slums and blight 3. Address urgent need and a health hazard. Previously mentioned activities: Flood Control Design Improvements and Construction for the Bakerville/Warren Ditch/Cochise Row Ditch Area, Street and Drainage Improvements in the Area of Tin Town including bus cutout, Old Bisbee Fire Suppression System Evaluation and Planning, elevator in City Hall, revitalization of low income housing, removal of unsafe structures and abandoned homes. The City of Bisbee is listed as 48% low to moderate income, below the 51% required, so a slum/blight designation may be needed depending on the project selected. Past awarded projects included Old Bisbee Fire Station improvements, street reconstruction in Saginaw, the City Library elevator and restroom improvement Vista park restroom improvements, four phases of drainage and street improvements in Bakerville.

**FISCAL IMPACT:** n/a**DEPARTMENT LINE ITEM ACCOUNT:** n/a**BALANCE IN LINE ITEM IF APPROVED:** 0

Prepared by:

  
Corinna Carbajal,  
Program/Grants Administrator

Reviewed by:

  
Jestin Johnson,  
City Manager

Recommended Projects	Qualify?	Staff Priority	Person recommending this project	Estimated Cost	Notes	SEAGO/CON Comment
Street and Drainage Improvements combined with bus cutout serving the Homeless population in Tin Town	Yes	1	Staff	\$150,000 Portion of \$1,000,000 project	Off the highway entrance to Tin Town - Paving with a ADA compliant cutout for City Bus	Possible Slum/Blight designation required. may be eligible for the Coloma Grant
Revitalization of Low Income Housing	Yes	2	Public	\$5,000 - \$35,000 per house	Maximum # of houses depending on the priorities selected	Owners must income qualify, rehabilitation priorities must be set by Council at a later date.
Removal of Unsafe Structures and Abandoned Homes in Certain Areas Including Bakerville	Yes	3	Public	\$20,000 - \$80,000	Under budget and what to do with the area?	Owners must income qualify
Flood Control Design Improvements and Construction for the Bakerville/Warren Ditch/Cochise Row - with a smaller drainage channel project in Bakerville	Yes	4	Staff	\$150,000 Portion of \$1,000,000 project	Relocate the channel from under the Strong Row houses and clean out Warren Ditch	SEAGO/ADOH advises this project would be better served as a whole project to be applied under the Coloma Grant in 2016. It would be difficult to show advancement over a 9 year plan. Clean out of Warren Ditch ineligible
Elevator in City Hall to Serve the ADA Population	Yes	5	Staff	\$220,000	Over budget cost prohibitive	ADA Construction allowed
System Evaluation and Planning Study of the Old Bisbee Fire Suppression System	No	1/E	Staff	\$100,000	Top priority for staff with other funding	Doesn't qualify, but it is a possible Coloma or FEMA grant
Removal of Abandoned cars	No	1/E	Public	\$25,000	Other avenues a possibility	Doesn't qualify



**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☒ CONSENT ☐



## TYPE OF ACTION:

RESOLUTION ☒ ORDINANCE ☐ FORMAL ACTION ☐ OTHER ☐SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION R-15-01 TO  
AUTHORIZE THE SUBMISSION OF AN APPLICATION FOR CDBG FUNDS FOR  
THE SELECTED PROJECTFROM: **Jestin Johnson**RECOMMENDATION: Staff recommends approving Resolution R-15-01 authorizing the  
submission of an application for Fiscal Year 2015 to the Arizona  
Department of Housing for the selected project.PROPOSED MOTION: I move to approve Resolution R-15-01 authorizing the submission of an  
application for CDBG funding to the Arizona Department of Housing  
for the Fiscal Year 2015 on the selected the project.

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**DISCUSSION:** The City of Bisbee is expected to receive approximately \$198,141 in Federal  
CDBG funds from the Arizona Department of Housing Regional Account (RA) for FY 2015. The  
total funding has yet to be approved. The selected activity meets one of the following three  
National Objectives: 1. Benefit low-moderate (LM) income persons and areas 2. Prevention or  
alleviation of slums and blight 3. Address urgent need and a health hazard. The City of Bisbee is  
listed as 48% low to moderate income below the required 51% so a slum and blight designation  
may be needed depending on the activity selected.

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**FISCAL IMPACT:** 0**DEPARTMENT LINE ITEM ACCOUNT:** n/a**BALANCE IN LINE ITEM IF APPROVED:** 0Prepared by:   
Corinna Carbajal,  
Program/Grants AdministratorReviewed by:   
Jestin Johnson,  
City Manager

**RESOLUTION NO: R-15-01**  
**AUTHORIZATION TO SUBMIT APPLICATION**  
**AND IMPLEMENT CDBG PROJECTS**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BISBEE AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2015 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.**

WHEREAS, the CITY OF BISBEE is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within this application address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations:

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Bisbee authorize application to be made to the State of Arizona, Department of Housing for FY2015 CDBG funds, and authorize the Mayor to sign application and contract or grant documents for receipt and use of these funds for a \_\_\_\_\_ as the first priority, a slum/blight designation may be needed depending on the project selected, or as a second priority, \_\_\_\_\_ should the slum/blight designation fail, to be administered by SEAGO, and authorize the Mayor to take all actions necessary to implement and complete the activities submitted in said application; and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the City of Bisbee will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the application.

Passed and adopted by the City Council of *the City of Bisbee* this 20th day of January, 2015.

\_\_\_\_\_  
*Ron Oertle, Mayor*

ATTEST:

\_\_\_\_\_  
*Ashlee Coronado, Clerk*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Anne Carl, City Attorney*

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: January 20, 2015☒ Regular ☐ SpecialDATE ACTION SUBMITTED: January 14, 2015REGULAR ☒ CONSENT ☐

## TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☐ OTHER ☒SUBJECT: **DISCUSSION AND POSSIBLE DIRECTION TO STAFF REGARDING CITY OF BISBEE'S PARTICIPATION IN THE ARIZONA DEBT SET-OFF PROGRAM.**

FROM: Sharon R. Buono, Finance Director

RECOMMENDATION: Staff recommends that the City of Bisbee participate in the Arizona Debt Set-off Program

PROPOSED MOTION:

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**DISCUSSION:**

Due to the large number of outstanding balances owed to the City, revenue collection is a priority. City Staff is recommending participation in the Arizona Debt Set-Off Program. Section 42-1122 of the Arizona Revised Statutes, allows the City to use taxpayer state income tax refunds to satisfy debts owed to the City.

Staff will present the program and request direction from the City Council on whether or not they wish to have the City participate in this program. For transparency purposes and as courtesy, public notices have been placed in the newspapers, informing the taxpayers that the city staff's intent is to recommend participating in this program.

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**FISCAL IMPACT:** n/a**DEPARTMENT LINE ITEM ACCOUNT:** n/a**BALANCE IN LINE ITEM IF APPROVED:** n/aPrepared by: Sharon R. Buono  
Sharon R. Buono  
Finance DirectorReviewed by: Jestin D. Johnson  
Jestin D. Johnson  
City Manager

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: 1/20/15☒ Regular ☐ SpecialDATE ACTION SUBMITTED: 1/14/15REGULAR ☒CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ORDINANCE ☐FORMAL ACTION ☒OTHER ☐

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF ENTERING INTO A STREETLIGHT ENERGY AGREEMENT BETWEEN THE ARIZONA PUBLIC SERVICE (APS) COMPANY AND THE CITY OF BISBEE FOR THE USE OF POWERING THE STREETLIGHTS THROUGHOUT THE CITY OF BISBEE.**

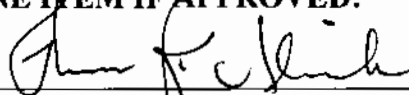
**FROM: Thomas J. Klimek, P.E., R.L.S./City Engineer/Public Works Director****RECOMMENDATION: Recommend Approval.**

**PROPOSED MOTION: I move that we approve entering into a Streetlight Energy Agreement between the Arizona Public Service (APS) Company and the City of Bisbee for the use of powering the Streetlights throughout the City of Bisbee.**

**DISCUSSION:** The Public Works Department recommends entering into a Streetlight Energy Agreement between the Arizona Public Service (APS) Company for the use of powering Streetlights throughout the City of Bisbee. The last time the City of Bisbee and APS agreed to this contract was December 20, 1990. As a matter of information APS is standardizing this contract along with the Street Maintenance and License Agreements along with the other cities and towns that they serve in Arizona. Please see the attached breakdown as provided by APS. This represents an increase of nearly 38.3% on 25 years.

**FISCAL IMPACT: \$80,781.72/year****DEPARTMENT LINE ITEM ACCOUNT: N/A****BALANCE IN LINE ITEM IF APPROVED: N/A**

Prepared by:

  
Thomas J. Klimek, P.E./City  
Engineer/Public Works  
Director

Reviewed by:

  
Justin Johnson, City Manager

**Energy Bill (Energy Agreement)**

Current bill for 687 lights = \$4866.65/mo.

Annual estimate for energy \$58,399.80

Total estimate for street lights July 1, 2014 – June 30, 2015 = \$80781.72

**STEPHEN V CHASSE, PE**

Key Accounts Manager, Southeast

318 N. Marshall Street, Casa Grande, AZ 85122, M.S. 4539

**Tel** 520-421-8380 **Cell** 480-710-9975

[stephen.chasse@aps.com](mailto:stephen.chasse@aps.com) **aps.com**

STREETLIGHT ENERGY AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

APS CONTRACT NO. 201407050  
CITY OF BISBEE CONTRACT NO. \_\_\_\_\_

Effective Date: 01/30/2015

STREETLIGHT ENERGY AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

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STREETLIGHT ENERGY AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

1. PARTIES

The parties to this Streetlight Energy Agreement (the "Energy Agreement") are CITY OF BISBEE, an Arizona municipal corporation ("City"), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation ("APS"), hereinafter referred to individually as "Party" and collectively as the "Parties."

2. RECITALS

- 2.1 The Parties have entered into a streetlight sales agreement (APS Contract No. 19637 dated December 20, 1990) in which City has purchased streetlight facilities from APS within the existing City boundaries.
- 2.2 Additionally, the Parties entered into: i) a Streetlight Energy Agreement (APS Contract No.19638 dated December 20, 1990) pursuant to which APS sells energy to City for the Streetlight Facilities (the "Former Energy Agreement"); ii) a Streetlight Operation, Maintenance and Facilities Agreement (APS Contract No.19639 dated December 20, 1990) pursuant to which APS operates and maintains City's Streetlight Facilities within APS' service territory (the "O,M&F Agreement"); and iii) a Master License Agreement (APS Contract No.19640 dated December 20, 1990) pursuant to which City's Streetlight Facilities are allowed to be attached to APS' electric distribution poles (the "License Agreement").

2.3 The Parties now desire to enter into this Energy Agreement pursuant to which APS will supply energy for the City-owned streetlights.

2.4 The Parties desire that this Energy Agreement replace and supersede the Former Energy Agreement dated December 20, 1990.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this Energy Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

3.1 ACC: Arizona Corporation Commission.

3.2 Dawn: The time between full dark and sunrise when a Photocontrol senses sufficient sunlight to turn off streetlights.

3.3 Due Date: The fifteenth (15<sup>th</sup>) day after the invoice date.

3.4 Dusk: The time between sunset and full dark when a Photocontrol senses the lack of sufficient sunlight and turns on streetlights.

3.5 E-59 Tariff: The APS E-59 rate tariff on file with the ACC governing the rate charged for energy to government-owned streetlight facilities, as may be amended from time to time (attached hereto as Exhibit A.).

3.6 Effective Date: The date specified in Section 24, Execution and Effective Date.

3.7 Interest: The per annum interest rate set forth in Schedule 1.

- 3.8 Monthly Billing Energy: The kilowatt-hours (“kWh”) upon which the monthly billings will be based as set forth in Exhibit A and Exhibit B.
- 3.9 Photocontrol: A photoelectric cell which is designed to turn streetlights on at Dusk and to turn streetlights off at Dawn that meets the standards specified in American National Standards Institute (ANSI) C136.10 –1988 “Locking-Type Photocontrol Devices and Mating Receptacles – Physical and Electrical Interchangeability and Testing.”
- 3.10 Schedule 1: The APS Schedule 1 tariff entitled, “Terms and Conditions for Standard Offer and Direct Access Services,” on file with the ACC, as may be amended from time to time (attached hereto as Exhibit C).
- 3.11 Schedule 5: The APS Schedule 5 tariff entitled, “Guidelines for Electric Curtailment,” on file with the ACC, as may be amended from time to time (attached hereto as Exhibit D).
- 3.12 Streetlight Facilities: The facilities owned by the City (within APS’ service territory) and generally described as metal streetlight poles dedicated only to streetlighting that may support APS’ secondary conductors serving the streetlights and no other attachment(s); mast arms; luminaires and lamps; protection fuses; photo controls; external ballasts; and electric service wires which extend from the luminaires of the individual streetlight installation to the Point of Delivery.
- 3.13 Point of Delivery: The point where energy is delivered shall be where APS’ electric service wire connects to (i) City’s electric service wire, one foot beyond the end of the mast arm for overhead service to the streetlight or, (ii) at the City’s protection fuse installed in the APS-owned secondary junction box for

underground service to the streetlight or, (iii) at the City's electric service protection fuse or termination point located in the hand-hole of the City Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the City Pole for underground service when there is no hand-hole on the City Pole or an APS-owned secondary junction box.

4. ELECTRIC SERVICE

4.1 APS' Obligations: APS shall provide electric service for Streetlight Facilities in accordance with the terms and conditions of this Energy Agreement and Schedule 1. In the event of a conflict(s) between any provision of this Energy Agreement and Schedule 1, the provisions of this Energy Agreement shall apply.

4.2 Operation Time: Operation of the Streetlight Facilities shall be from Dusk to Dawn. Notwithstanding the foregoing, City agrees that APS cannot guarantee uninterrupted electric service. APS shall not be liable to City for any damages occasioned by fluctuations, interruptions, or curtailment of electric service, except where due to APS' willful misconduct or gross negligence.

Operation of Streetlight Facilities at times other than from Dusk to Dawn shall be subject to additional energy charges at APS' option. Either Party may notify the other Party of any circumstances which may have caused extended streetlight outages or extended streetlight operation times and the Parties will negotiate in good faith to determine whether an adjustment is appropriate to the City's monthly streetlight bill.

4.3 Point of Delivery: The point where energy is delivered shall be where APS' electric service wire connects to (i) City's electric service wire, one foot

beyond the end of the mast arm for overhead service to the streetlight or, (ii) at the City's protection fuse installed in the APS-owned secondary junction box for underground service to the streetlight or, (iii) at the City's electric service protection fuse or termination point located in the hand-hole of the City Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the City Pole for underground service when there is no hand-hole on the City Pole or an APS-owned secondary junction box.

4.4 Rates for Electric Service:

- 4.4.1 The applicable rate and related provisions for electrical service rendered to City shall be computed in accordance with Exhibit A, unless and until changed as provided for in Section 4.4.4 hereof. The rate specified in the Exhibit A shall be increased or decreased as provided in Section 4.4.4; provided, however, that the Parties acknowledge the ACC's jurisdiction to alter the energy rate under this Energy Agreement.
- 4.4.2 The Parties agree that the rate set forth herein will remain in effect until changed in accordance with Section 4.4.4 or by the ACC. However, such rate is subject to: a) adjustments monthly to reflect applicable sales taxes and regulatory assessment to the same extent as such adjustments apply to other APS retail rate schedules on file with the ACC; and b) such changes in the rate as may be authorized by the ACC from time to time.
- 4.4.3 Nothing in this Energy Agreement is intended to limit the ACC's power to order recovery of any stranded costs or system benefit charges determined

to be attributable to the City either prior to or after termination of this Energy Agreement, nor will this Energy Agreement be considered a waiver by APS of any right it may have to recover such costs to the extent authorized or ordered by the ACC.

4.4.4 Nothing contained herein shall be construed as affecting in any way the right of APS to unilaterally make application to the ACC for a change in electric service rates and charges, classification of service, or any provision, term, rule, regulation, condition or contract relating thereto, under the Rules and Regulations of the ACC.

4.5 Curtailment:

The electric service supplied hereunder may be interrupted or curtailed in accordance with Schedule 5. APS shall not be liable to City for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where due to APS' willful misconduct or gross negligence. APS may, without incurring any liability therefore, suspend City's electric service for periods reasonably required to permit APS to accomplish repairs to or changes in any of APS' facilities. To the extent practicable, APS will provide reasonable advance notice to City of any scheduled interruptions of electric service.

5. STREETLIGHT LEVELS AND LOCATIONS

City acknowledges, represents, warrants, and agrees that by entering into this Energy Agreement, City has not delegated or waived any of its rights, duties, responsibilities, or options regarding streetlight layout or design, but retains sole authority and responsibility

for determining the reasonable level or amount of light to be provided along its streets, including the number, type and location of streetlights to be installed.

City further agrees that APS' assistance or recommendations regarding streetlight designs, layouts, or lighting levels, or the amount of streetlight service being provided by APS shall not be relied upon by City as satisfying any standard that may be adopted by or imposed upon City.

6. EXTENSION OF STREETLIGHT FACILITIES

6.1 Extension Less Than 300 Feet: Within APS' service territory, APS shall extend its electric secondary conductor up to a distance of 300 feet for each additional streetlight at no cost to City when requested by City. When extension is underground, City or developer shall provide or pay for the trenching, conduit, backfill, and shading required. When extensions exceed 300 feet per additional streetlight, such extensions shall be made for an additional cost. For such additional cost, APS shall provide City or developer with the additional cost of the work to be performed and City or developer shall make full payment in advance if City desires such work to be performed.

6.2 Underground Extension: If APS' secondary conductors are to be placed underground, APS shall install such conductors underground at no cost to City within the footage limits specified in Section 6.1 above, except City shall pay the incremental costs of additional trenching, conduit, shading, and backfill required solely for streetlight conductors. Payments by City for trenching in accordance with this Section 6 shall be in accordance with Section 13, BILLING, PAYMENT AND TAXES.

7. TERM

This Energy Agreement shall remain in effect until terminated in accordance with the Termination section below, or Schedule 1.

8. TERMINATION

8.1 Termination at Will: Either party has the right to terminate this Agreement at any time and for any reason by giving the other Party ninety (90) days advanced written notice for the termination.

8.2 Cancellation By City: The Parties hereto acknowledge that this Energy Agreement is subject to cancellation by the City for a conflict of interest pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

9. DESIGNATED REPRESENTATIVES AND NOTICES

9.1 Designated Representatives: All communications relating to the day-to-day activities under this Energy Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party.

Either Party may change said designated representatives from time to time by giving advance written notice.

**APS:**  
Arizona Public Service Company  
Attention: Streetlight Management  
Station 3536  
P.O. Box 53933  
Phoenix, AZ 85072-3933  
Telephone: 602-371-5067  
FAX: 602-371-6733

**CITY:**  
Street Transportation Department  
Director  
City of Bisbee  
  
Telephone:  
FAX:  
E-mail:

9.2 Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be sent by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable



delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

**To APS:**

Arizona Public Service Company  
Office of Corporate Secretary  
400 N. 5<sup>th</sup> Street, Station 8602  
Phoenix, Arizona 85004

**To CITY:**

City of Bisbee  
City Attorney

With a copy to:

Arizona Public Service Company  
Attention: Streetlight Management  
Station 3536  
P.O. Box 53933  
Phoenix, AZ 85072-3933

City of Bisbee  
Street Transportation Director

9.3 Invoices and Payments: Invoices and payments pursuant to this Energy

Agreement shall be sent to:

Arizona Public Service Company  
P.O. Box 53920, STA 9996  
Phoenix, AZ 85072-3920

City of Bisbee  
Streetlight Administrator

10. FISCAL YEAR

The obligation of City to make any payments hereunder is subject to the provisions of the Arizona State Budget Law and City Code provisions which require that the City Council make necessary appropriations for such payments in each fiscal year. City shall take all steps reasonably available to it to cause such payments to be included in its budget presented to City Council each fiscal year in the form of an appropriation for monies that will be due under this Maintenance Agreement during the subsequent year. However, the

foregoing does not alter City's obligation to pay for services actually received, nor does it change APS' right to terminate this Maintenance Agreement for non-payment in accordance with the Termination section above.

11. UNCONTROLLABLE FORCES

11.1 Definition: An "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire, lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term "uncontrollable force" in interpreting or construing this Energy Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

11.2 Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to timely perform its obligations under this Energy Agreement, then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning

thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this Energy Agreement during delays caused by an Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default.

- 11.3 Uncontrollable Force Limit. If a Party's obligation to perform is suspended for a period of forty-five (45) continuous calendar days due to an Uncontrollable Force or for any other reason, the other Party shall have all rights and remedies at law or in equity, including the right to terminate this Energy Agreement.

12. NON-WAIVER

The failure of either Party to insist upon strict performance of any of the provisions of this Energy Agreement, or to exercise any of the rights or remedies provided by this Energy Agreement, or any delay in the exercise of any of the rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Energy Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Energy Agreement.

13. BILLING, PAYMENT AND TAXES

- 13.1 Billing: APS shall render bills to City on a monthly basis for services furnished during the preceding billing month.

13.2 Payment: APS shall receive payment from City on or before the Due Date.

Payment shall be mailed to the address specified in Section 9.3. Amounts which are not paid when due shall bear Interest from the Due Date until such time as payment is received by APS.

13.3 Disputed Bill: If any portion of any bill is disputed, the undisputed amount shall be paid when due.

13.4 Delinquent Bill: If City's bill becomes delinquent, due to non-payment for a period of fifteen (15) days after the invoice date, APS shall have the right at its option:

13.4.1 To immediately suspend energy delivery hereunder until all amounts due have been paid, and/or

13.4.2 To exercise any other remedy provided by law, including immediate termination of this Energy Agreement. Suspension and/or termination shall not relieve City of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with City.

13.4.3 To charge interest as set forth in Schedule 1.

The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

13.5 Taxes: City shall pay any and all applicable sales tax, transaction privilege tax or like tax assessed or assessable as the result of APS providing services hereunder.

14. ANNEXATION AND ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If City annexes additional territory or purchases additional Streetlight Facilities, the terms and conditions of this Energy Agreement will apply to the additional Streetlight Facilities and be effective as of the date City provides APS notice of the annexation or purchase.

15. GOVERNING LAW AND VENUE

This Energy Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Arizona. Any suit to enforce this Energy Agreement shall be brought in the Superior Court of Cochise County.

16. SEVERABILITY

If any provision of this Energy Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, then said provision(s) or amendments thereto shall be severed from this Energy Agreement and the remainder shall continue in full force and effect unless otherwise mutually agreed between the Parties.

17. ASSIGNMENT

Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Energy Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the need for consent from the other Party, (a) transfer, pledge, or assign this Energy Agreement as security for any financing; (b) transfer, assign or delegate this Energy Agreement or its rights hereunder or delegate or subcontract its obligations hereunder to an affiliated entity, parent entity or subsidiary of such Party, or (c) transfer,

assign or delegate this Energy Agreement to any person or entity succeeding to all or substantially all of the assets of such Party. To the extent a transfer does not require consent, the transferring Party shall provide notice to the other Party within thirty (30) calendar days of the transfer and the effective date thereof. Any transfer in violation of this Section 17 shall be deemed null and void.

18. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 17 of this Energy Agreement entitled, "ASSIGNMENT," is not intended to and does not create any claims, rights, remedies or benefits exercisable by any third party. City acknowledges and represents that this Energy Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor City undertakes any responsibility or obligation to any third party by virtue of this Energy Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this Energy Agreement or its performance by either Party.

19. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this Energy Agreement.

20. PRECEDENCE

20.1 Order of Precedence: In the event of conflict between this Energy Agreement and any referenced document, the order of precedence shall be this Energy Agreement

followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

20.2 Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 20.1.

21. ENTIRE AGREEMENT, MODIFICATION

This Energy Agreement shall constitute the entire agreement between the Parties and shall supersede all prior contracts, proposals, representations, negotiations, or letters pertaining to the subject matter of this Energy Agreement, whether written or oral, including the Former Energy Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this Energy Agreement and this Energy Agreement shall only be modified by an amendment signed by both Parties. The terms of this Section shall in no way effect the obligation of City to pay amounts due under the Former Energy Agreement; provided that the payments are for services rendered before the Former Energy Agreement was superseded by this Energy Agreement. This Energy Agreement includes all documents attached hereto or incorporated herein by reference. Specifically included as part of this Energy Agreement and attached hereto as exhibits are the following:

Exhibit A - the E-59 Tariff  
Exhibit B - the Average Consumptions for Various Luminaires  
Exhibit C - Schedule 1  
Exhibit D - Schedule 5

22. INDEMNIFICATION

Notwithstanding anything to the contrary contained in that certain Franchise Agreement between the Parties hereto, each Party making a covenant, agreement, representation or

warranty in this Energy Agreement shall, to the extent allowed by law, indemnify and hold harmless the Party for whose benefit such covenant, agreement, representation or warranty is made, against any and all injury, loss, cost, damage, or expense of any kind (including reasonable attorney's fees) resulting from any breach of any such covenant, agreement, representation or warranty; provided however that such injury, loss, cost, damage or expense is not the result of negligence, willful misconduct or a breach of this Energy Agreement by the Party to be indemnified.

In order for the requirement of indemnification to be enforceable, the Party wishing to be indemnified must give the other Party notice of the event which caused the injury, loss, cost, damage or expense, along with notice of the intent to seek indemnification therefore, within 180 days of the date the Party wishing to be indemnified first learns of the event.

## 23. LEGAL REQUIREMENTS

23.1 Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, which in any manner relate to any rights and obligations under this Energy Agreement.

23.2 Safety Statute: Nothing contained in this Energy Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the Parties' obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.



24. EXECUTION AND EFFECTIVE DATE

Each Party to this Energy Agreement hereby represents and warrants that (i) it has full authority to enter this Energy Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this Energy Agreement have been taken, (ii) the person executing this Energy Agreement on its behalf has been duly authorized to execute this Energy Agreement, and (iii) this Energy Agreement constitutes legally binding and enforceable obligations of such Party. This Energy Agreement shall be effective as of the 30th day of January.

**CITY OF BISBEE,  
City Manager**

**ARIZONA PUBLIC SERVICE COMPANY**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT A

STREETLIGHT ENERGY AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

E-59 TARIFF



**RATE SCHEDULE E-59  
CLASSIFIED SERVICE  
GOVERNMENT OWNED STREET LIGHTING SYSTEMS**

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**AVAILABILITY**

This rate schedule is available in those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the customer has installed or purchased a multiple or series street lighting system and the Company has distribution facilities of adequate capacity for the service to be rendered.

**APPLICATION**

This rate schedule is applicable to Standard Offer electric service for continuous lighting, from dusk to dawn, of public streets, alleys, thoroughfares, public parks and playgrounds by use of the customer's facilities where such service for the whole area is contracted for from the Company pursuant to the terms set forth herein by the city, town, other governmental entities, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

The customer will own, operate, and maintain the street lighting system including lamps and glass replacements but excluding distribution facilities installed by the Company to serve the lighting system.

**RATES**

The bill shall be computed at the following rates plus any adjustments incorporated in this schedule:

Service Charge:	\$2.79	per installed lamp
Energy Charge:	\$ 0.06088	per kWh

**TRIP CHARGE**

When Company is not the responsible party contracted for the regular maintenance of a street lighting system owned by a city, town or other governmental entity, a \$100.00 trip charge per light will be charged when customer requests a disconnect and/or reconnect of service in order to accommodate the maintenance activities of the customer or its designee(s) on their street light equipment. The trip charge will also apply when customer request disconnect or reconnect for non-maintenance purposes.

**ADJUSTMENTS**

1. The bill is subject the Renewable Energy Standard as set forth in the Company's Adjustment Schedule REAC-1 pursuant to Arizona Corporation Commission Decision No. 70313.
2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Adjustment Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744, Arizona Corporation Commission Decision No. 69663, Arizona Corporation Commission Decision No 71448, and 73183.
3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Adjustment Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.
4. The bill is subject to the Environmental Improvement Surcharge as set forth in the Company's Adjustment Schedule EIS pursuant to Arizona Corporation Commission Decision No. 69663 and Arizona Corporation Commission Decision No. 73183.



**RATE SCHEDULE E-59  
CLASSIFIED SERVICE  
GOVERNMENT OWNED STREET LIGHTING SYSTEMS**

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ADJUSTMENTS (cont)

5. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Adjustment Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.
6. The bill is subject to the Demand Side Management Adjustment Charge as set forth in the Company's Adjustment Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 67744 and Arizona Corporation Commission Decision No. 71448.
7. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

1. Billed energy is based upon the summation of the contracted energy rating of installed facilities specified in the streetlighting contract.
2. The customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
3. Presently installed units which do not conform to the types specified in Rate Schedule E-58 will be billed in accordance with the type which is most nearly like such units.

EXTENSION OF COMPANY DISTRIBUTION SYSTEM

The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in of the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the customer's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

CONTRACT PERIOD

The contract period for service under this rate schedule shall be a fixed period of not less than 1 year and not more than 20 years, as agreed to by the customer and as specified in the streetlighting contract.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.

EXHIBIT B  
STREETLIGHT ENERGY AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

AVERAGE CONSUMPTIONS FOR VARIOUS LUMINAIRES

**Induction**

3,500 lumen	55 watts	19 kWh per month
6,000 lumen	85 watts	29 kWh per month
8,400 lumen	100 watts	34 kWh per month
13,000 lumen	150 watts	52 kWh per month
22,500 lumen	250 watts	86 kWh per month

**LED**

3,300 lumen	43 watts	15 kWh per month
4,350 lumen	86 watts	30 kWh per month
5,300 lumen	67 watts	23 kWh per month
8,300 lumen	106 watts	37 kWh per month
10,500 lumen	130 watts	45 kWh per month
20,000 lumen	258 watts	89 kWh per month

**Incandescent**

1,000 lumen	92 watts	32 kWh per month
2,500 lumen	189 watts	66 kWh per month
4,000 lumen	295 watts	103 kWh per month
6,000 lumen	405 watts	142 kWh per month
10,000 lumen	620 watts	217 kWh per month

**Mercury Vapor**

7,000 lumen	208 watts	73 kWh per month
11,000 lumen	275 watts	96 kWh per month
20,000 lumen	430 watts	150 kWh per month

**Metal Halide**

14,000 lumen	207 watts	72 kWh per month
21,000 lumen	288 watts	101 kWh per month
36,000 lumen	454 watts	159 kWh per month

**High Pressure Sodium**

5,800 lumen	83 watts	29 kWh per month
9,500 lumen	117 watts	41 kWh per month
16,000 lumen	197 watts	69 kWh per month
30,000 lumen	284 watts	99 kWh per month
50,000 lumen	438 watts	153 kWh per month

**Low Pressure Sodium**

8,000 lumen	86 watts	30 kWh per month
13,500 lumen	144 watts	50 kWh per month
22,500 lumen	205 watts	72 kWh per month
33,000 lumen	256 watts	90 kWh per month

ALL KWH ARE BASED ON AN AVERAGE OF 350 HOURS OF OPERATION PER MONTH. WATTAGE INCLUDES BALLAST.

Revision No.:

Effective Date: 10/16/13

EXHIBIT C

STREETLIGHT ENERGY AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

SCHEDULE 1

TERMS AND CONDITIONS FOR STANDARD OFFER  
AND DIRECT ACCESS SERVICES



**SERVICE SCHEDULE 1  
TERMS AND CONDITIONS FOR  
STANDARD OFFER AND DIRECT ACCESS SERVICES**

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The following TERMS AND CONDITIONS and any changes authorized by law will apply to Standard Offer and Direct Access services made available by Arizona Public Service Company (Company), under the established rate or rates authorized by law and currently applicable at time of sale.

**Definitions**

- a. Applicant means a person requesting the utility to supply electric service. [A.A.C. R14-2-201-(2)]
- b. Application means a request to the utility for electric service, as distinguished from an inquiry as to the availability or charges for such service. [A.A.C. R14-2-201-(3)]
- c. Billing Month means the period between any two regular readings of the utility's Meters at approximately 30 day intervals. [A.A.C. R14-2-201-(5)]
- d. Billing Period means the time interval between two consecutive Meter readings that are taken for billing purposes. [A.A.C. R14-2-201-(6)]
- e. Customer means the person or entity in whose name service is rendered, as evidenced by the signature on the Application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service. [A.A.C. R14-2-201-(9)]
- f. Delinquent Bill means a bill in which current electric charges are considered past due. (15 calendar days after the statement date)
- g. Demand means the rate at which power is delivered during any specified period of time. Demand may be expressed in kilowatts, kilovolt-amperes, or other suitable units. [A.A.C. R14-2-201-(12)]
- h. Distribution Lines means the utility lines operated at distribution voltage which are constructed along public roadways or other bona fide rights-of-way, including Easements on Customer's property. [A.A.C. R-14-2-201-(13)]
- i. Easement means a property owner grants the right to use land they own ("Grantor") to another party. An easement gives Company the right to have Company lines on property not owned by the Company. This allows Company to construct, replace, repair, operate and maintain electrical equipment for the safe transmission and distribution of electricity. The Grantor may continue to use the land along the easement within certain limitations.
- j. Landlord Automatic Transfer of Service Agreement is a legal contract established between the customer (landlord) and Company, which provides continuous service to the landlord between tenants without incurring a service establishment charge to the landlord.
- k. Master meter means a meter used for measuring or recording the flow of electricity that has passed through it at a single location where said electricity is distributed to tenants or occupants for their individual usage. [A.A.C. R14-2-201(23)]
- l. Meter means the instrument used for measuring and indicating or recording the flow of electricity that has passed through it. [A.A.C. R14-2-201(25)]





**SERVICE SCHEDULE 1**  
**TERMS AND CONDITIONS FOR**  
**STANDARD OFFER AND DIRECT ACCESS SERVICES**

- m. Meter tampering means a situation where a meter has been altered or bypassed without prior written authorization from Company. Common examples are meter bypassing, use of magnets to slow the meter recording, and broken meter seals. [A.A.C. R14-2-201(26)]
- n. Minimum charge means the amount the customer must pay for the availability of electric service, including an amount of usage, as specified in the utility's tariffs. [A.A.C. R14-2-201(27)]
- o. Point of delivery or delivery point means the point where facilities owned, leased, or under license by a customer connects to the utility's facilities. [A.A.C. R14-2-201(31)]
- p. Service establishment charge means the charge for establishing a new account.
- q. Tariffs mean the documents filed with the Arizona Corporation Commission which list the services and products offered by the utility and which set forth the terms and conditions and a schedule of the rates and charges, for those services and products. [A.A.C. R14-2-201(42)]

**Statement of Charges**

<b>Description</b>	<b>Charge</b>	<b>Reference</b>
Residential Service Establishment Charge	\$25.00	2.2
Non-Residential Service Establishment Charge	\$35.00	2.2
Trip Charge	\$16.00	2.2.1
After hours Charge	\$75.00	2.2.2
Same Day Connect Charge	\$75.00	2.2.3
Non-standard Connect Charge	\$75.00 per crew person per hour	2.2.4
Direct Access Request	\$10.00	2.3
Dishonored Payment Fee	\$15.00	4.4.1
Field Call Charge	\$15.00	4.5.1
Overhead Reconnection Charge	\$96.50	4.5.2
Underground Reconnection Charge	\$115.00	4.5.2
Lock Ring Key Charge	\$70.00	6.2.2
Joint Site meeting for removal of Company Equipment	\$62.00 per site per first half hour. Additional charge per hour for site meeting over one half hour	6.2.3



**SERVICE SCHEDULE 1  
TERMS AND CONDITIONS FOR  
STANDARD OFFER AND DIRECT ACCESS SERVICES**

	will be \$53.00 per hour.	
Meter Reread	\$16.50	6.4.4 & 6.4.5
Meter test in shop	\$30.00	6.5
Meter test at site	\$50.00	6.5
Electronically Transmitted Payment Discount	-\$0.48	4.3.3

1. General

- 1.1 Services will be supplied in accordance with these Terms and Conditions and any changes required by law, and such applicable rate or rates as may from time to time be authorized by law. However, in the case of the Customer whose service requirements are of unusual size or characteristics, additional or special contract arrangements may be required.
- 1.2 These Terms and Conditions shall be considered a part of all rate schedules, except where specifically changed by a written agreement.
- 1.3 In case of a conflict between any provision of a rate schedule and these Terms and Conditions, the provisions of the rate schedule shall apply.

2. Establishment of Service

- 2.1 Application for Service - Customers requesting service may be required to appear at Company's place of business to produce proof of identity and/or sign Company's standard form of Application for service or a contract before service is supplied by Company.
  - 2.1.1 In the absence of a signed Application or contract for service, the supplying of Standard Offer and/or Direct Access services by Company and acceptance thereof by the Customer shall be deemed to constitute a service agreement by and between Company and the Customer for delivery of, acceptance of, and payment for service, subject to Company's applicable rates and rules and regulations.
  - 2.1.2 Where service is requested by two or more individuals, Company shall have the right to collect the full amount owed Company from any one of the Customers.
- 2.2 Service Establishment and Customer Request for Special Service Charge - A Service Establishment Charge of \$25.00 for residential and \$35.00 non-residential plus any applicable tax adjustment will be assessed each time Company is requested to establish, reconnect or re-establish electric service to the Customer's Delivery Point, or to make a special read without a disconnect and calculate a bill for a partial month
  - 2.2.1 The Customer will additionally be required to pay a trip charge of \$16.00 when an authorized Company representative travels to the Customer's site and is unable to complete the Customer's requested services due to lack of access to the Point of Delivery.



**SERVICE SCHEDULE 1  
TERMS AND CONDITIONS FOR  
STANDARD OFFER AND DIRECT ACCESS SERVICES**

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- 2.2.2 The Customer will additionally be required to pay an after-hours charge of \$75.00 if the Customer requests service, as defined in A.A.C. R14-2-203.D.3, be established, reconnected, or re-established after 5:00 p.m. on a day other than the day of request.
- 2.2.3 The Customer will additionally be required to pay a same day connect charge of \$75.00 if the Customer requests service, as defined in A.A.C. R14-2-203.D.3, be established, reconnected, or re-established on the same business day the request is being made, and Company agrees to work the request on the same business day of the request. This will be charged regardless of the time the order may be worked by Company on that day. Company may, where no additional costs are incurred by Company, waive the same day fee.
- 2.2.4 The Customer will additionally be required to pay \$75.00 per crew person per hour when Customer requests services that do not meet the definition of service establishment as defined in A.A.C. R14-2-203.D.3 (such as Customer requested outages for maintenance and metering equipment installations which include instrument transformers) that require the availability of Company representatives after hours, on a weekend day, or on a Company holiday. The number of representatives utilized by Company in fulfilling such requests shall be at the sole discretion of Company. Customers will be given notice of estimated charges prior to the work being performed.

Company holidays are New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving, and Christmas Day.

- 2.2.5 Company may waive the Service Establishment Charge where:
- 2.2.5.1 No field trip is required because Applicant accepts responsibility for energy billed and not yet paid and the change is effective with the last Meter read and Meter read date billed.
- 2.2.5.2 Applicant has an active Landlord Automatic Transfer of Service Agreement on file with Company. This service agreement is for property owners that have established credit with Company and provides for continuous service to the landlord between tenants.
- 2.2.5.3 Where multiple connects are performed during the same site visit, in the same Applicant name, at the same address, for the same class of service, Company will assess the Service Establishment Charge once for every two Delivery Points.

- 2.3 Direct Access Service Request (DASR) - A Direct Access Service Request charge of \$10.00 plus any applicable tax adjustment will be assessed to the Electric Service Provider (ESP) submitting the DASR each time Company processes a Request (RQ) type DASR as specified in Company's Schedule 10, Terms and Conditions for Direct Access.
- 2.4 Grounds for Refusal of Service - Company may refuse to connect or reconnect Standard Offer or Direct Access service if any of the following conditions exist:



**SERVICE SCHEDULE 1  
TERMS AND CONDITIONS FOR  
STANDARD OFFER AND DIRECT ACCESS SERVICES**

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- 2.4.1 The Applicant has an outstanding amount due with Company for the same class of service and is unwilling to make payment arrangements that are acceptable to Company.
  - 2.4.2 A condition exists which in Company's judgment is unsafe or hazardous.
  - 2.4.3 The Applicant has failed to meet the security deposit requirements set forth by Company as specified under Section 2.5 or 2.6 hereof.
  - 2.4.4 The Applicant is known to be in violation of Company's Tariff.
  - 2.4.5 The Applicant fails to furnish such funds, service, equipment, and/or rights-of-way or Easements required to serve the Applicant and which have been specified by Company as a condition for providing service.
  - 2.4.6 The Applicant falsifies his or her identity for the purpose of obtaining service.
  - 2.4.7 Service is already being provided at the address for which the Applicant is requesting service.
  - 2.4.8 Residential service is requested by an Applicant and a prior Customer, who will be living at the subject address, owes a delinquent bill from the same or a prior residential service address.
  - 2.4.9 Service is requested by an Applicant, and a prior Customer who will be an actual user of the service at the subject address owes a delinquent bill for the same class of service from the same or a prior service address.
  - 2.4.10 The Applicant has failed to obtain all required permits and/or inspections indicating that the Applicant's facilities comply with local construction and safety codes.
- 2.5 Establishment of Credit or Security Deposit
- 2.5.1 Residential Establishment of Credit - Company shall not require a security deposit from a new Applicant for service at a primary and/or secondary residence if the Applicant is able to meet any of the following requirements:
    - 2.5.1.1 The Applicant has had service of a comparable nature with Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.
    - 2.5.1.2 Company receives an acceptable credit rating, as determined by Company, for the Applicant from a credit rating agency utilized by Company.
    - 2.5.1.3 The Applicant can produce a letter regarding credit or verification from an electric utility where service of a comparable nature was last received within six (6) months of the current date which states that the Applicant had a timely payment history for the prior twelve (12) consecutive months at the time of service discontinuation.



**SERVICE SCHEDULE 1  
TERMS AND CONDITIONS FOR  
STANDARD OFFER AND DIRECT ACCESS SERVICES**

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- 2.5.1.4 In lieu of a security deposit, Company receives deposit guarantee notification from a social or governmental agency acceptable to Company or a surety bond as security for Company in a sum equal to the required deposit.
- 2.5.1.5 Where three or more additional residential services are requested, Company may require Customer to establish or reestablish a security deposit.
- 2.5.2 Residential Establishment of Credit or Security Deposit - When credit cannot be established as provided for in Section 2.5.1 hereof or when it is determined that the Applicant left an unpaid final bill owing to another utility company, the Applicant will be required to:
  - 2.5.2.1 Place a cash deposit to secure payment of bills for service as prescribed herein, or
  - 2.5.2.2 Provide a surety bond acceptable to Company in an amount equal to the required security deposit.
- 2.5.3 Non-residential Establishment of Security Deposit – All non-residential Applicants will be required to place a cash deposit to secure payment of bills for service as prescribed herein, unless:
  - 2.5.3.1 The Applicant has had service of a comparable nature with Company within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.
  - 2.5.3.2 The Applicant provides a non-cash security deposit in the form of a Surety Bond, Irrevocable Letter of Credit, or Assignment of Monies in an amount equal to the required security deposit.
- 2.6 Establishment or Reestablishment of Security Deposit
  - 2.6.1 Residential - Company may require a residential Customer to establish or re-establish a security deposit if the Customer becomes delinquent in the payment of two (2) or more bills within a twelve (12) consecutive month period or has been disconnected for non-payment during the last twelve (12) months.
  - 2.6.2 Non-residential - Company may require a non-residential Customer to establish or re-establish a security deposit if the Customer becomes delinquent in the payment of two (2) or more bills within a twelve (12) consecutive month period or if the Customer has been disconnected for non-payment during the last twelve (12) months, or when the Customer's financial condition may jeopardize the payment of their bill, as determined by Company based on the results of using a credit scoring worksheet. Company will inform all Customers of the Arizona Corporation Commission's complaint process should the Customer dispute the deposit based on the financial data.
- 2.7 Security Deposits – Once it is determined that a security deposit is required, the following will apply:



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- 2.7.1 Security deposits may be required for each service location.
- 2.7.2 Company reserves the right to increase or decrease security deposit amounts applicable to the services being provided by Company in accordance with this section:
  - 2.7.2.1 If the Customer chooses to change from Standard Offer to Direct Access services, the deposit may be decreased by an amount which reflects that portion of the Customer's service being provided by a Load Serving ESP. However if the Load Serving ESP is providing ESP Consolidated Billing pursuant to Company's Schedule 10 Section 7, the entire deposit will be credited to the Customer's account; or,
  - 2.7.2.2 If the Customer chooses to change from Direct Access to Standard Offer service, the requested deposit amount may be increased by an amount pursuant to Section 2.5, which reflects that Company is providing bundled electric service.
  - 2.7.2.3 If the Customer's average consumption increases; by more than ten (10) percent for residential accounts or five (5) percent for nonresidential accounts within a twelve (12) consecutive month period and credit has not been established, an additional security deposit may, at Company's option, be required.
- 2.7.3 Customer security deposits shall not preclude Company from terminating an agreement for service or suspending service for any failure in the performance of Customer obligation under the agreement for service.
- 2.7.4 Cash deposits held by Company six (6) months/183 days or longer shall earn interest from the date the deposit was collected at the established one year Treasury Constant Maturities rate, effective on the first business day of each year, as published on the Federal Reserve Website. Deposits on inactive accounts are applied to the final bill when all service options become inactive, and the balance, if any, is refunded to the Customer of record within thirty (30) days. For refunds resulting from the Customer changing from Standard Offer to Direct Access, the difference in the deposit amounts will be applied to the Customer's account.
- 2.7.5 If the Customer terminates all service with Company, the security deposit may be credited to the Customer's final bill.
- 2.7.6 Residential security deposits shall not exceed the higher amount of either one (1) times the Customer's maximum monthly bill or two (2) times the Customer's average monthly bill as estimated by Company for the services being provided by Company.
  - 2.7.6.1 Deposits or other instruments of credit will automatically expire or be credited or returned to the Customer's account after twelve (12) consecutive months of service, provided the Customer has not been delinquent more than twice, unless Customer has filed bankruptcy in the last twelve (12) months.



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- 2.7.7 Non-residential security deposits shall not exceed two and one-half (2-1/2) times the Customer's maximum monthly billing as estimated by Company for the service being provided by Company.
- 2.7.7.1 Deposits and non-cash deposits on file with Company will be reviewed after twenty-four (24) months of service and will be returned provided the Customer has not been delinquent more than twice in the payment of bills or disconnected for non-payment during the previous twelve (12) consecutive months unless the Customer's financial condition warrants extension of the security deposit.
- 2.8 Line Extensions Service requests requiring Company to extend or upgrade its facilities in order to establish service will be made in accordance with Company's Service Schedule #3, Conditions Governing Extensions of Electric Distribution Lines and Services filed with the Arizona Corporation Commission.
- 2.9 Customer-Specific Information - Customer-specific information shall not be released without specific prior written Customer authorization unless the information is requested by law enforcement or other public agency, or is requested by the Arizona Corporation Commission or its staff, or is reasonably required for legitimate account collection activities, or is necessary to provide efficient, effective, safe, or reliable service to the Customer. Customer-specific information may be provided to suppliers of goods or services under contract with Company if:
- 2.9.1 Such goods or services will assist Company in providing efficient, effective, safe, or reliable service; and
- 2.9.2 Such contract includes a requirement that the information be kept confidential and is only used to fulfill the supplier's obligations to Company.
3. Rates
- 3.1 Rate Information - Company shall provide, in accordance with A.A.C. R14-2-204, a copy of any rate schedule applicable to that Customer for the requested type of service. In addition, Company shall notify its Customers of any changes in Company Tariff affecting those Customers.
- 3.2 Rate Selection - The Customer's service characteristics and service requirements determine the selection of applicable rate schedule. If the Customer is receiving bundled service, Company will use reasonable care in initially establishing service to the Customer under the most advantageous rate schedule applicable to the Customer. However, because of varying Customer usage patterns and other reasons beyond its reasonable knowledge or control, Company cannot guarantee that the most economic applicable rate will be applied. Company will not make any refunds in any instances where it is determined that the Customer would have paid less for service had the Customer been billed on an alternate applicable rate or provision of that rate.
- 3.3 Optional Rates - Certain optional rate schedules applicable to certain classes of service allow the Customer the option to select the rate schedule to be effective initially or after service has been established. Billing under the alternate rate will become effective from the next regularly scheduled Meter reading, after the appropriate metering equipment is installed. No further rate schedule changes, however, may be made within the succeeding twelve (12) month period. Where



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the rate schedule or contract pursuant to which the Customer is provided service specifies a term, the Customer may not exercise its option to select an alternate rate schedule until expiration of that term.

- 3.4 Direct Access service will be effective upon the next Meter read date if DASR is processed fifteen (15) calendar days prior to that read date and the appropriate metering equipment is in place. If a DASR is made less than fifteen (15) days prior to the next regular read date the effective date will be at the next Meter read date thereafter. The above timeframes are applicable for Customers changing their selection of Electric Service Providers or for Customers returning to Standard Offer service.
- 3.5 Any Customer that selects Direct Access service may return to Standard Offer service in accordance with the rules, regulations, and orders of the Arizona Corporation Commission. However, such Customer will not be eligible for Direct Access service for the succeeding twelve (12) month period. If a Customer returning to Standard Offer, in accordance with the rules, regulations and orders of the Commission, was not given the required notification in accordance with the rules and regulations of the Commission by their Load Serving ESP of its intent to cease providing competitive services then the above provision will only apply if the Customer fails to select another ESP within sixty (60) days of returning to Standard Offer service.

4. Billing and Collection

- 4.1 Customer Service Installation and Billing - Service Billing Periods normally consist of approximately thirty (30) days unless designated otherwise under rate schedules, through contractual agreement, or at Company option.
- 4.1.1 Company normally Meters and bills each site separately; however, at Customer's request, adjacent and contiguous sites (not separated by private or public property or right of way), operated as one integral unit under the same name and as a part of the same business, may at Company's option be considered a single site as specified in Company's Schedule 4, Totalized Metering of Multiple Service Entrance Sections at a Single Site for Standard Offer and Direct Access Service.
- 4.1.2 The Customer's service installation will normally be arranged to accept only one type of service at one Point of Delivery to enable service measurement through one Meter. If the Customer requires more than one type of service, or total service cannot be measured through one Meter according to Company's regular practice, separate Meters will be used and separate billing rendered for the service measured by each Meter.
- 4.2 Collection Policy - The following collection policy shall apply to all Customer accounts:
- 4.2.1 All bills rendered by Company are due and payable no later than fifteen (15) calendar days from the billing date. Any payment not received within this time frame will be considered delinquent. All delinquent bills for which payment has not been received shall be subject to the provisions of Company's termination procedure. Company reserves the right to suspend or terminate the Customer's service for non-payment of any Arizona Corporation Commission approved charges. All delinquent charges will be subject to a late charge at the rate of eighteen percent (18%) per annum.





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- 4.2.2 If the Customer, as defined in A.A.C. R 14-2-201.9, has two or more services with Company and one or more of such services is terminated for any reason leaving an outstanding bill and the Customer is unwilling to make payment arrangements that are acceptable to Company, Company shall be entitled to transfer the balance due on the terminated service to any other active account of the Customer for the same class of service. The failure of the Customer to pay the active account shall result in the suspension or termination of service thereunder.
- 4.2.3 Unpaid charges incurred prior to the Customer selecting Direct Access will not delay the Customer's request for Direct Access. These charges remain the responsibility of the Customer to pay. Normal collection activity, including discontinuing service, may be followed for failure to pay.
- 4.2.4 All unpaid delinquent final bills may be referred to a collection agency for collection.
  - 4.2.4.1 If collection agency referral is warranted for collection of unpaid final bills, Customer will be responsible for associated collection agency fees incurred.

4.3 Responsibility for Payment of Bills

- 4.3.1 The Customer is responsible for the payment of bills until service is ordered discontinued and Company has had reasonable time to secure a final Meter reading for those services involving energy usage, or if non-metered services are involved until Company has had reasonable time to process the disconnect request.
- 4.3.2 When an error is found to exist in the billing rendered to the Customer, Company may correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of the applicable statute of limitations from the date the error is discovered. Schedule 8 (Bill Estimation) shall be applied when Company cannot obtain a complete and valid Meter read. Situations that result in an estimated Meter read include inclement weather, lack of access to a Customer's Meter, energy diversion, labor unavailability and equipment malfunction.
  - 4.3.2.1 Refunds or credits to Customers resulting from overbillings will be made promptly upon discovery by Company.
  - 4.3.2.2 Corrected charges for underbillings shall be billed to the Customer who shall be given an equal length of time such as number of months underbilled to pay the backbill without late payment penalties, unless there is evidence of Meter Tampering or energy diversion.
  - 4.3.2.3 Except as specified below, corrected charges for underbillings shall be limited to three (3) month for residential accounts and six (6) months for non-residential accounts.
    - 4.3.2.3.1 Where the account is billed on a special contract or non-metered rate, corrected charges for underbillings shall be billed in accordance with



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the contract or rate schedule requirements and is not limited to three or six months as applicable.

4.3.2.3.2 Where service has been established but no bills have been rendered, corrected charges for underbillings shall go back to the date service was established.

4.3.2.3.3 Where there is evidence of Meter Tampering or energy diversions, corrected charges for underbillings shall go back to the date Meter Tampering or energy diversions began, as determined by Company.

4.3.2.3.4 Where lack of access to the Meter (caused by the Customer) has resulted in estimated bills, corrected charges for underbillings shall go back to the Billing Month of the last Company obtained Meter read date.

4.3.2.3.5 Where actual Customer usage can be determined without estimating reads, corrected charges for underbillings are not limited to three or six months, as applicable. In no event shall such rebilling exceed the applicable statute of limitations.

4.3.2.4 Company may forgo billing and collection of corrected charges for an underbilling if Company believes the cost of billing and collecting the underbilling would not justify pursuing the underbill.

4.3.3 Where Company is responsible for rendering the Customer's bill, Company will provide a monthly incentive of \$0.48 per Customer to Customers who elect to pay their bills using the Company's electronically transmitted payment options AutoPay, SurePay or similar programs.

4.4 Dishonored Payments - If Company is notified by the Customer's financial institution that they will not honor a payment tendered by the Customer for payment of any bill, Company may require the Customer to make payment in cash, by money order, certified or cashier's check, or other means which guarantee the Customer's payment to Company.

4.4.1 The Customer will be charged a fee of \$15.00 for each instance where the Customer tenders payment of a bill with a payment that is not honored by the Customer's financial institution.

4.4.2 The tender of a dishonored payment shall in no way (i) relieve the Customer of the obligation to render payment to Company under the original terms of the bill, or (ii) defer Company's right to terminate service for nonpayment of bills.

4.4.3 Where the Customer has tendered two (2) or more dishonored payments in the past twelve (12) consecutive months, Company may require the Customer to make payment in cash, money order or cashier's check for the next twelve (12) consecutive months.



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- 4.5     Termination Process Charges
- 4.5.1    Company will require payment of a Field Call Charge of \$15.00 when an authorized Company representative travels to the Customer's site to accept payment on a delinquent account, notify of service termination, make payment arrangements or terminate the service. This charge will only be applied for field calls resulting from the termination process.
- 4.5.2    If a termination is required at the pole, a reconnection charge of \$96.50 will be required; if the termination is in underground equipment, the reconnection charge will be \$115.00.
- 4.5.3    To avoid termination of service, the Customer will make payment in full, including any necessary deposit in accordance with Section 2.5 hereof or make payment arrangements satisfactory to Company.
5.       Service Responsibilities of Company and Customer
- 5.1       Service Voltage –Company will deliver electric service to the designated Point of Delivery, as specified in Section 6.3 of this Schedule, at the standard voltages specified in the Electric Service Requirements Manual published by Company and as specified in A.A.C. R14-2-208.F. Company may deliver service for special Applications at higher voltages, with prior approval from Company's Engineering Department and in accordance with Company's Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services filed with the Arizona Corporation Commission.
- 5.2       Responsibility: Use of Service or Apparatus
- 5.2.1    The Customer shall save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from the services being provided by Company or the use thereof on the Customer's side of the Point of Delivery. Company shall have the right to suspend or terminate service in the event Company should learn of service use by the Customer under hazardous conditions.
- 5.2.2    The Customer shall exercise all reasonable care to prevent loss or damage to Company property installed on the Customer's site for the purpose of supplying service to the Customer.
- 5.2.3    The Customer shall be responsible for payment for loss or damage to Company property on the Customer's site arising from neglect, carelessness or misuse and shall reimburse Company for the cost of necessary repairs or replacements.
- 5.2.4    The Customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering with, tampering with, or by-passing the Meter.
- 5.2.5    The Customer shall be responsible for notifying Company of any failure in Company's equipment.



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5.3 Service Interruptions: Limitations on Liability of Company

- 5.3.1 Company shall not be liable to the Customer for any damages occasioned by Load Serving ESP's equipment or failure to perform, fluctuations, interruptions or curtailment of electric service, except where due to Company's willful misconduct or gross negligence. Company may, without incurring any liability therefore, suspend the Customer's electric service for periods reasonably required to permit Company to accomplish repairs to or changes in any of Company's facilities. The Customer needs to protect their own sensitive equipment from harm caused by variations or interruptions in power supply.
- 5.3.2 In the event of a national emergency or local disaster resulting in disruption of normal service, Company may, in the public interest and on behalf of Electric Service Providers or Company, interrupt service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

5.4 Company Access to Customer Sites

- 5.4.1 Company's authorized agents shall have satisfactory unassisted twenty-four (24) hour a day, seven (7) days a week access to Company's equipment located on Customer's sites for the purpose of repair, maintenance, and service restoration work that Company may need to perform.
- 5.4.2 Company's authorized agents shall have satisfactory unassisted access to the Customer's sites at all reasonable hours to install, inspect, read, repair or remove its Meters or to install, operate or maintain other Company property, to verify that Customer is in compliance with its obligations, or to inspect and determine the connected electrical load. If, after six (6) months (not necessarily consecutive) of good faith efforts by Company to work with the Customer, Company in its opinion does not have satisfactory unassisted access to the Meter, then Company shall have sufficient cause for termination of service or denial of any rate options where, in Company's opinion, access is required. The remedy for unassisted access will be at Company discretion and may include the installation by Company of a specialized Meter. If such specialized Meter is installed, the Customer will be billed the difference between the otherwise applicable Meter for their rate and the specialized Meter plus the cost incurred to install the specialized Meter as a one-time charge and any reoccurring incremental costs. If service is terminated as a result of failure to provide unassisted access, Company verification of unassisted access may be required before service is restored. Written termination notice is required prior to disconnecting service under this section.

5.5 Easements

- 5.5.1 All suitable Easements or rights-of-way required by Company for any portion of an extension to serve a Customer, which is either on sites owned, leased or otherwise controlled by the Customer or developer, or other property required for the extension, shall be furnished in Company's name by the Customer without cost to or condemnation by Company and in reasonable time to meet proposed service requirements. All



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Easements or rights-of-way granted to, or obtained on behalf of Company shall contain such terms and conditions as are acceptable to Company.

- 5.5.2 When Company discovers that the Customer or the Customer's agent is performing work, has constructed facilities, or has allowed vegetation to grow, adjacent to or within an Easement or right-of-way or Company-owned equipment, and such work, construction, vegetation or facility poses a hazard or is in violation of federal, state, or local laws, ordinances, statutes, rules or regulations, or significantly interferes with Company's safe use, operation or maintenance of, or access to, equipment or facilities, Company shall notify the Customer or the Customer's agent and shall take whatever actions are necessary to eliminate the hazard, obstruction, interference or violation at the Customer's expense. Company will notify the Customer in writing of the violations.

- 5.6 Load Characteristics - The Customer shall exercise reasonable care to ensure that the electrical characteristics of its load, such as deviation from sine wave form (a minimum standard is IEEE 519) or unusual short interval fluctuations in Demand, shall not impair service to other Customers or interfere with operation of telephone, television, or other communication facilities. Customer shall meet power factor requirements as specified on applicable rate schedules.

**6. Metering and Metering Equipment**

- 6.1 Customer Equipment - The Customer shall install and maintain all wiring and equipment beyond the Point of Delivery except for Company's Meters and special equipment. The Customer's entire installation must conform to all applicable construction standards and safety codes and the Customer must furnish an inspection or permit if required by law or by Company. In circumstances where a clearance is not required by law, Company may require Customer to execute a Letter In-Lieu of Electrical Clearance.

- 6.1.1 The Customer shall provide, in accordance with Company's current service standards and/or Electric Service Requirements Manual, at no expense to Company, and close to the Point of Delivery, a sufficient and suitable space acceptable to Company's agent for the installation, accessibility and maintenance of Company's metering equipment. A current version of the Electric Service Requirements Manual is available on-line at <http://esp.apsc.com/resource/metering.asp>.

- 6.1.2 Where a Customer requests, and Company approves, a special Meter reading device or communications services or devices to accommodate the Customer's needs, the cost for such additional equipment and usage fees shall be the responsibility of the Customer.

**6.2 Company Equipment**

- 6.2.1 A Meter Service Provider (MSP) or its authorized agents may remove Company's metering equipment pursuant to Company's Schedule 10. Meters not returned to Company or returned damaged will result in charge to the MSP of the replacement costs, plus an administration fee of fifteen percent (15%), less five (5) years depreciation.
- 6.2.2 Company will lease lock ring keys to MSP's and/or their agents authorized to remove Company Meters pursuant to the terms and conditions of Company's Schedule 10 at a



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refundable charge of \$70.00 per key. The charge will not be refunded if a key is lost, stolen, or damaged. If Company must replace ten percent (10%) of the issued keys within any twelve (12) month period due to loss by the MSP's agent, Company may, rather than leasing additional lock ring keys, require the MSP to arrange for a joint meeting. All lock ring keys must be returned to Company within five (5) working days if the MSP and/or its authorized agents are:

- 1) No longer permitted to remove Company Meters pursuant to conditions of Company's Schedule 10;
- 2) No longer authorized by the Arizona Corporation Commission to provide services; or
- 3) The ESP Agreement has been terminated.

6.2.3 If the MSP, the Customer, and/or its agent request a joint site meeting for removal of Company metering and associated equipment and/or lock ring, a base charge will be assessed of \$62.00 per site. Company may assess an additional charge of \$53.00 per hour for joint site meetings that exceed thirty (30) minutes. If Company must temporarily replace the MSP's Meter and/or associated metering equipment during emergency situations or to restore power to a Customer, the above charges may apply.

6.3 Service Connections - Company is not required to install and maintain any lines and equipment on the Customer's side of the Point of Delivery except its Meter.

6.3.1 For overhead service, the Point of Delivery shall be where Company's service conductors terminate at the Customer's weatherhead or bus rider.

6.3.2 For underground service, the Point of Delivery shall be where Company's service conductors terminate in the Customer's or development's service equipment. The Customer shall furnish, install and maintain any risers, raceways and/or termination cabinet necessary for the installation of Company's underground service conductors.

6.3.3 For special Applications where service is provided at voltages higher than the standard voltages specified in the Electric Service Requirements Manual, Company and Customer shall mutually agree upon the designated Point of Delivery.

6.3.4 For the mutual protection of the Customer and Company, only authorized employees or agents of Company or the Load Serving ESP are permitted to make and energize the connection between Company's service wires and the Customer's service entrance conductors. Such employees carry Company issued identification which they will show on request.

6.4 Measuring Customer Service - All the energy sold to the Customer will be measured by commercially acceptable measuring devices by Company (or the Meter Reading Service Provider (MRSP) pursuant to the terms and conditions of Company's Schedule 10). Where energy and, if applicable, Demand is estimated by Company, estimation will be in accordance with Company's bill estimation procedures approved by the Arizona Corporation Commission. Where it is impractical to Meter loads, such as street lighting, security lighting, or special installations, consumption will be determined by Company.



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- 6.4.1 For Standard Offer Customers, or where Company is the MRSP, the readings of the Meter will be conclusive as to the amount of electric power supplied to the Customer unless there is evidence of Meter Tampering or energy diversion, or unless a test reveals the Meter is in error by more than plus or minus three percent (3%).
- 6.4.2 If there is evidence of Meter Tampering or energy diversion, the Customer, person or entity demonstrated to have tampered with the Meter and/or benefited from the tampering or diversion will be billed for the estimated energy and, if applicable, Demand, for the period in which the energy diversion took place. Additionally, where there is evidence of Meter Tampering, energy diversion, or by-passing the Meter, the Customer, person or entity demonstrated to have tampered with the Meter and/or diverted energy will also be charged the cost of the investigation as determined by Company.
- 6.4.3 If after testing, a Meter is found to be more than three percent (3%) in error, either fast or slow, proper correction shall be made of previous readings and adjusted bills shall be rendered or adjusted billing information will be provided to the MRSP.
- 6.4.3.1 Customer will be billed, in accordance with Section 4.3.2, for the estimated energy and Demand that would have registered had the Meter been operating properly.
- 6.4.4 Where Company is the MRSP, Company will, at the request of the Customer or the ESP, reread the customer's Meter within ten (10) working days after such request by the Customer. The cost of such rereads is \$16.50 and may be charged to the Customer or the ESP, provided that the original reading was not in error.
- 6.4.5 Where the ESP is the MSP or MRSP, and the ESP and/or its' agent fails to provide the Meter data to Company pursuant to Company's Schedule 10 Section 8.16, Meter Reading Data Obligations, Company may, at its option, obtain the data, or may estimate the billing determinants. The charge for such reread is \$16.50 and may be charged to the ESP.
- 6.5 Meter Testing - Company tests its Meters regularly in accordance with a Meter testing and maintenance program as approved by the Arizona Corporation Commission. Company will, however, individually test a Company owned/maintained Meter upon Customer or ESP request. If the Meter is found to be within the plus or minus three percent (3%) limit, Company may charge the Customer or the ESP \$30.00 for Meter test if the Meter is removed from the site and tested in the meter shop, and \$50.00 if the Meter remains on site and is tested in the field.
- 6.6 Master Metering
- 6.6.1 Mobile Home Parks - Company shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by Company.
- 6.6.2 Residential Apartment Complexes - Company shall refuse service to all new construction of apartment complexes and condominiums which are Master Metered. This section is not applicable to Senior Care/Nursing Centers registered with the State of Arizona with independent living units which provide packaged services such as housing, food, and nursing care.



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6.6.3 Multi-Unit Residential High Rise Developments (developments consisting of apartments, condominiums or townhouse developments built with four or more floors, usually using elevators for accessing floors) – Company will allow Master Metering for residential units where the residential units are privately owned, provided the building will be served by a centralized heating, ventilation and/or air conditioning system, and each residential unit shall be individually sub-metered and responsible for energy consumption of that unit.

6.6.3.1 Sub-metering shall be provided and maintained by the builder or homeowners association.

6.6.3.2 Responsibility and methodology for determining each unit's energy billing shall be clearly specified in the original bylaws of the homeowners association, a copy of which must be provided to Company prior to Company providing the initial extension.

7. Termination of Service

7.1 With Notice - Company may without liability for injury or damage, and without making a personal visit to the site, disconnect service to any Customer for any of the reasons stated below, provided Company has met the notice requirements established by the Arizona Corporation Commission:

7.1.1 A Customer violation of any of the applicable rules of the Arizona Corporation Commission or Company Tariff.

7.1.2 Failure of the Customer to pay a Delinquent Bill for services provided by Company.

7.1.2.1 Additional notice will not be provided when Customer makes payments to avoid/stop non-payment disconnection with a dishonored payment. Prior to reconnection of service, repayment of those funds and all other delinquent amounts will be required in cash, money order, or certified funds.

7.1.2.2 Additional notice will not be provided when Customer pays to reconnect service with a dishonored payment. Prior to reconnection of service, payment of those funds and all other delinquent amounts will be required in cash, money order or certified funds.

7.1.3 The Customer's breach of a written contract for service.

7.1.4 Failure of the Customer to comply with Company's deposit requirements.

7.1.5 Failure of the Customer to provide Company with satisfactory and unassisted access to Company's equipment.

7.1.6 When necessary to comply with an order of any governmental agency having jurisdiction.





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- 7.1.7 Failure of a prior Customer to pay a Delinquent Bill for utility services where the prior Customer continues to reside on the premises.
- 7.1.8 Failure to provide or retain rights-of-way or Easements necessary to serve the Customer.
- 7.1.9 Company learns of the existence of any condition in Section 2.4, Grounds For Refusal of Service.
- 7.2 Without Notice - Company may without liability for injury or damage disconnect service to any Customer without advance notice under any of the following conditions:
  - 7.2.1 Company observes, or has evidence of, a hazard to the health or safety of persons or property.
  - 7.2.2 Company has evidence of Meter Tampering or fraud.
  - 7.2.3 Company has evidence of unauthorized resale or use of electric service.
  - 7.2.4 Failure of the Customer to comply with the curtailment procedures imposed by Company during a supply shortage.
- 7.3 Restoration of Service - Company shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of Company.
- 8. Removal of Facilities - Upon termination of service, Company may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying service to the Customer, and Company shall be under no further obligation to serve the Customer.
- 9. Successors and Assigns - Agreements for Service shall be binding upon and for the benefit of the successors and assigns of the Customer and Company, but no assignments by the Customer shall be effective until the Customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by Company.
- 10. Warranty - THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN OR IN THE APPLICABLE RULES OF THE ARIZONA CORPORATION COMMISSION CONCERNING THE SALE AND DELIVERY OF SERVICES BY COMPANY TO THE CUSTOMER. THESE TERMS AND CONDITIONS AND THE APPLICABLE RULES OF THE ARIZONA CORPORATION COMMISSION STATE THE ENTIRE OBLIGATION OF COMPANY IN CONNECTION WITH SUCH SALES AND DELIVERIES.

EXHIBIT D

STREETLIGHT ENERGY AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

SCHEDULE 5



## SERVICE SCHEDULE 5 GUIDELINES FOR ELECTRIC CURTAILMENT

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1. Arizona Public Service Company (Company) shall have no liability of obligation for claims arising out of the procedures for curtailment or interruption of electric service effected by it in accordance with such guidelines or such supplemental, amendatory or implementary guidelines or regulations as may hereafter be established and as provided by law.
2. Company shall endeavor to identify any electric customer(s) who might be classified as having either essential or critical loads. In the event that any customer of Company is dissatisfied by the classification of Customer by Company, or with the amount of such customer's load (if any) classified by the Company as critical or essential, the Customer may bring the matter to either the Company or the Commission and request a determination in regard thereto. However, until such redetermination is made by the Commission or the Company, customer's original classification for purposes of electric curtailment under this Schedule shall be unaffected.
3. Company shall endeavor to, as circumstances permit and as further discussed in the Company's detailed Electric Load and Curtailment Plan, to notify County emergency personnel, or similar local authorities, of existing or developing situations involving the curtailment or interruption of APS customers pursuant to this Schedule #5.

### 4. DEFINITIONS

- 4.1 Essential Loads – Loads necessary to serve facilities used to protect the health and safety of the public, such as: hospitals, 911 Centers, national defense installations, sewage facilities and domestic water facilities. Loads necessary to serve 911 Centers, police stations, and fire stations, which do not have independent back-up generation and require APS' electric service for operation of essential emergency equipment.
  - 4.2 Critical Loads – That portion of the electric load of nonresidential customers, which in the event of 100 percent curtailment of service, would cause excessive damage to equipment or material being processed, or where such interruption would create grave hazards to employees or the public.
  - 4.3 Major Use Customers/Others (With Notice) – Those customers having relatively large loads (over 1000 kW) or a substantial number of employees or other special circumstances that make it appropriate to schedule blackouts or curtailments different from typical customers. Customers who qualify as Major Use/Others (With Notice) can take 100 percent curtailment when sufficient notice is provided. These loads will be interrupted after the required notification period. "Sufficient", "required", and "appropriate" notice is that notice that APS, after consultation with the affected customer, has determined will allow the customer to curtail in a safe and efficient manner. Such notice necessarily varies from customer to customer.
  - 4.4 Others (With or Without Notice) – All customers not meeting the above definitions. These customers will be interrupted (with or without notice) if voluntary curtailment measures are not sufficient to alleviate the situation.
5. GUIDELINES TO BE APPLICABLE IN EVENT OF INTERRUPTION OR CURTAILMENT OF ELECTRIC SERVICE BY COMPANY TO ITS CUSTOMERS DUE TO POWER SUPPLY INTERRUPTIONS, FUEL SHORTAGE OR TRANSMISSION EMERGENCY PURSUANT TO CORPORATION COMMISSION RULE R14-2-208, PROVISION OF SERVICE, PARAGRAPH E.

### 5.1 Operating Procedures Prior to Customer Load Curtailment



## SERVICE SCHEDULE 5 GUIDELINES FOR ELECTRIC CURTAILMENT

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- 5.1.1 The following items shall be pursued concurrently
  - 5.1.1.1 Reschedule maintenance of transmission components and generating units, where practical.
  - 5.1.1.2 Utilize spinning reserve.
  - 5.1.1.3 Discontinue all non-firm wholesale sales during any period of involuntary curtailment or when an involuntary curtailment is anticipated.
  - 5.1.1.4 Do not enter into any new wholesale sales during any period of involuntary curtailment or when an involuntary curtailment is anticipated.
  - 5.1.1.5 Start all standby units.
  - 5.1.1.6 Contact other utilities and/or agencies for emergency assistance.
  - 5.1.1.7 Invoke emergency and short-term contractual schedules with other utilities and/or agencies.
  - 5.1.1.8 Reduce system voltage, where practical.
  - 5.1.1.9 Reduce non-essential Company uses such as flood lighting, sign lighting, display lighting, office lighting, electric cooling and heating, etc., where practical.
  - 5.1.1.10 Provide information through the media or other appropriate medians to the public which will contain instructions on how customers can assist Company in case of an emergency power outage.
  - 5.1.1.11 Work with government agencies and environmental groups to seek waivers on environmental constraints and/or expedite permitting process for company-owned generation, as well as, customer generation, as appropriate.

### 5.2 Voluntary Customer Load Curtailment

#### 5.2.1 Public Appeal

- 5.2.1.1 An advisory message procedure will be used when Company has advance indications that it will not be able to meet future peak loads. These messages will request voluntary load reduction during specific hours on specific days.
- 5.2.1.2 An emergency bulletin procedure will be used for instant notification to the public in the event there is no advance indication of a power shortage. These bulletins will request the immediate voluntary cooperation of all customers in reducing electric loads.
  - 5.2.1.2.1 These bulletins will request all customers to reduce the use of all electrically operated equipment and devices, where possible.



## SERVICE SCHEDULE 5 GUIDELINES FOR ELECTRIC CURTAILMENT

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5.2.1.2.2 Company will have a prepared statement to read which will give current information on the Power Supply Interruption, Fuels Shortage or Transmission Emergency.

### 5.3 Contractually Interruptible Load

5.3.1 Company shall invoke contractual interruption provisions to the extent appropriate.

5.3.2 Company shall interrupt non-firm wholesale customer(s) as appropriate.

### 5.4 Involuntary Customer Load Curtailment

5.4.1 If the load reduction realized from application of the voluntary curtailment procedures is not sufficient to alleviate the power shortage, Company will reduce voltage if and to the extent practical and in accordance with normal applicable electric utility operation standards.

5.4.2 If further load reduction is required, load will be reduced as follows:

5.4.2.1 Circuits not classified with "Major Use/Others With Notice, Critical or Essential" customers will be interrupted on a rotating basis. The frequency and duration of such interruptions will be dependent upon the magnitude and nature of the power shortage. The frequency and duration of such interruptions shall also consider the circumstances of Major Use Customers.

5.4.2.2 Accurate records will be kept to ensure that these circuits are rotated in an equitable and technically feasible manner.

5.4.2.3 Circuits classified as "Major Use/Others" will be interrupted upon the giving of appropriate notice.

5.4.2.4 Customers on circuits which serve critical loads will be required to curtail the non-critical portion of their loads. Thereafter, circuits which serve critical loads will be identified and will not be interrupted unless an area must be dropped to maintain stability of the electric system. However, loads otherwise classifiable as critical may be curtailed if they possess back-up generation sufficient to meet their entire load requirement. If a customer having a critical load refuses or fails to curtail his electric consumption down to the critical load, he shall thereupon not be considered to have a critical load for purposes of this Schedule.

5.4.2.5 Circuits which serve essential loads will be identified and will not be interrupted unless an area must be dropped to maintain stability of the electric system. However, loads otherwise classifiable as essential may be curtailed if they possess back-up generation sufficient to meet their entire load requirement.

### 5.5 Sudden Shortages of Power

In the event that time does not allow for the implementation of the Electric Curtailment Guidelines, Company may resort to its emergency operations procedures, with or without notice.



## SERVICE SCHEDULE 5 GUIDELINES FOR ELECTRIC CURTAILMENT

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### 5.6 Automatic Load Shedding

In the event that there is a major electrical disturbance threatening the interconnected Southwest system with blackout conditions, emergency devices such as under frequency load shedding, transfer tripping, etc., will be utilized to maintain the optimum system stability.

## 6. ELECTRIC CURTAILMENT OF FIRM WHOLESALE CUSTOMERS

6.1 The term "firm wholesale customer" shall be defined as those APS customers who purchase, on a firm basis, electricity from the Company for purposes of resale.

6.2 In any given instance where a curtailment of wholesale power deliveries is involved, and subject to any required approvals of the Federal Energy Regulatory Commission or contractual provisions to the contrary, Company shall notify its firm wholesale customers, requesting that they curtail electric service to their retail customers during the period that Company's system is affected by power shortages. In the event that Company is unable to obtain the cooperation of a firm wholesale customer, it may seek an order from appropriate governmental authority requiring the firm wholesale customer to accept a reduction of electricity deliveries proportionate to the curtailment being effected on Company's system.

## 7. ELECTRIC LOAD AND CURTAILMENT PLAN

A detailed electric load and curtailment plan shall be kept on file with the Arizona Corporation Commission. This plan shall contain specific procedures for implementation of the above, along with the name(s) and telephone number(s) of the appropriate Company personnel to contact in the event implementation of the plan becomes necessary. This plan shall be updated at least annually, and it or amendments thereto shall become effective upon submission to the Arizona Corporation Commission.

7.1 Company shall contact the Director, Utilities Division, or their designee, as soon as practical for any curtailment pursuant to this Schedule #5.

**REQUEST FOR MAYOR & COUNCIL ACTION**Session of: 1/20/15☒ Regular ☐ SpecialDATE ACTION SUBMITTED: 1/14/15REGULAR ☒ CONSENT ☐

## TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF ENTERING INTO A STREETLIGHT MAINTENANCE AGREEMENT BETWEEN ARIZONA PUBLIC SERVICE (APS) COMPANY AND THE CITY OF BISBEE FOR THE MAINTENANCE OF STREETLIGHTS THROUGHOUT THE CITY OF BISBEE.**

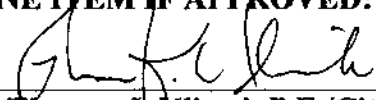
**FROM: Thomas J. Klimek, P.E., R.L.S./City Engineer/Public Works Director****RECOMMENDATION: Recommend Approval.**

**PROPOSED MOTION: I move that we enter into a Streetlight Maintenance Agreement between Arizona Public Service (APS) Company and the City of Bisbee for the Maintenance of Streetlights throughout the City of Bisbee, Arizona.**

**DISCUSSION: The Public Works Department recommends entering into a Streetlight Maintenance Agreement with the Arizona Public Service (APS) Company and the City of Bisbee for the Maintenance of Streetlights throughout the City of Bisbee, Arizona. The last time the City of Bisbee and APS agreed to this contract was December 20, 1990. This contract represents an annual amount of \$19,373.40 (taxes and fees are not included) Please see Page 8 of the agreement showing the monthly cost per luminaire at \$2.35 each. Attached is an annual breakdown provided by APS Key Accounts Manager, Mr. Stephen V. Chasse, P.E.**

**FISCAL IMPACT: Approximately \$19,373.40 (taxes and fees are not included)****DEPARTMENT LINE ITEM ACCOUNT: N/A****BALANCE IN LINE ITEM IF APPROVED: N/A**

Prepared by:

  
Thomas J. Klimek, P.E./City  
Engineer/Public Works  
Director

Reviewed by:

  
Justin Johnson, City Manager

**Maintenance Fee (Streetlight Maintenance Agreement)**

Current fee \$1.50/per light, per mo. x 687 lights = \$1030.50/mo. + taxes and fees

New fee \$2.35/per light, per mo. x 687 lights = \$1614.45/mo. + taxes and fees

Monthly increase = \$583.95

Annual maintenance cost at new rate \$19,373.40

**STEPHEN V CHASSE, PE**

Key Accounts Manager, Southeast

318 N. Marshall Street, Casa Grande, AZ 85122, M.S. 4539

**Tel** 520-421-8380 **Cell** 480-710-9975

[stephen.chasse@aps.com](mailto:stephen.chasse@aps.com) **aps.com**



STREETLIGHT MAINTENANCE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF BISBEE

APS CONTRACT NO. 201407049

CITY OF BISBEE CONTRACT NO, \_\_\_\_\_

Effective Date 01/30/2015

STREETLIGHT MAINTENANCE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF BISBEE

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STREETLIGHT MAINTENANCE AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

1. PARTIES

The parties to this Streetlight Maintenance Agreement (the "Maintenance Agreement") are CITY OF BISBEE, an Arizona municipal corporation, ("City"), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation ("APS"), hereinafter referred to individually as "Party" and collectively as the "Parties."

2. RECITALS

2.1. The Parties have entered into a streetlight sales agreement (APS Contract No.19637 dated December 20, 1990) in which City has purchased streetlight facilities from APS within the existing City boundaries.

2.2. Additionally, the Parties entered into: i) a Streetlight Energy Agreement (APS Contract No.19638 dated December 20, 1990) pursuant to which APS sells energy to City for the Streetlight Facilities (the "Energy Agreement"); ii) a Streetlight Operation, Maintenance and Facilities Agreement (APS Contract No.19639 dated December 20, 1990) pursuant to which APS operates and maintains City's Streetlight Facilities within APS' service territory (the "OM&F Agreement"); and iii) a Streetlight Master License Agreement (APS Contract No.19640 dated December 20, 1990) pursuant to which City's Streetlight Facilities are allowed to be attached to APS' electric distribution poles (the "License Agreement").

2.3. The Parties now desire to enter into this Maintenance Agreement pursuant to

which APS will construct and maintain the streetlights for City.

- 2.4. The Parties desire that this Maintenance Agreement replace and supersede the Former Streetlight Operation, Maintenance and Facilities Agreement dated December 20, 1990.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

### 3. DEFINITIONS

When initially capitalized in this Maintenance Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

- 3.1. APS Pole(s): Electric distribution poles owned by APS for which APS authorizes the attachment of City owned Streetlight Facilities.
- 3.2. City Pole(s): Streetlight poles owned by City.
- 3.3. Dawn: The time between full dark and sunrise when a photo control senses sufficient sunlight to turn off streetlights.
- 3.4. Due Date: The forty-fifth (45th) calendar day after the invoice date.
- 3.5. Dusk: The time between sunset and full dark when a photo control senses the lack of sufficient sunlight and turns on streetlights.
- 3.6. Effective Date: The date specified in Section 22, Execution and Effective Date.
- 3.7. Emergency Work: Replacement of poles and fixtures associated with damage caused by vehicle collisions, storms, or other events.

- 3.8. Interest: The per annum rate of 18% compounded monthly.
- 3.9. Photo Control: A photoelectric cell which is designed to turn streetlights on at Dusk and to turn streetlights off at Dawn that meets the standards specified in American National Standards Institute (ANSI) C136.10 –1988 “Locking-Type Photo control Devices and Mating Receptacles – Physical and Electrical Interchangeability and Testing.”
- 3.10. Point of Delivery: The point where energy is delivered shall be where APS’ electric service wire connects to (i) City’s electric service wire, one foot beyond the end of the mast arm for overhead service to the streetlight or, (ii) at the City’s protection fuse installed in the APS-owned secondary junction box for underground service to the streetlight or, (iii) at the City’s electric service protection fuse or termination point located in the hand-hole of the City Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the City Pole for underground service when there is no hand-hole on the City Pole or an APS-owned secondary junction box.
- 3.11. Special Facilities: All facilities which are not Standard Facilities.
- 3.12. Standard Facilities: Streetlight Facilities for which APS has established standard specifications for installations to supply service throughout APS’ service area, as may be amended by APS from time to time (currently set forth in APS Transmission & Distribution Construction Standards copies of which are available upon request).

3.13. Streetlight Facilities: The facilities owned by the City (within APS' service territory) and generally described as metal streetlight poles dedicated only to streetlighting that may support APS' secondary conductors serving the streetlights and no other attachment(s); mast arms; luminaires and lamps; protection fuses; photo controls; external ballasts; and electric service wires which extend from the luminaires of the individual streetlight installation to the Point of Delivery.

4. CONSTRUCTION AND MAINTENANCE

4.1. General: APS shall construct and maintain the Streetlight Facilities within APS' service territory for City in accordance with the terms and conditions of this Maintenance Agreement. APS' obligation to perform maintenance of Streetlight Facilities attached to CENTURY LINK owned poles is subject to City acquiring such attachment rights from CENTURY LINK.

4.1.1. Operation Time: Operation of the Streetlight Facilities shall be from Dusk to Dawn. Notwithstanding the foregoing, City agrees that APS cannot guarantee that all of the Streetlight Facilities will always operate as intended. Therefore, it is understood and agreed that APS will be in compliance with this Section 4.1.1 by completing repairs within the following time frames:

4.1.1.1. Repairs after Notification:

4.1.1.1.1. APS shall clear hazards associated with Streetlight Facilities which have been knocked down, that block traffic or present an imminent safety risk to the

public, within four (4) hours after notification by City. Storm or other large scale damage may require a longer hazard clearance time. APS shall notify City when this occurs. If the City Pole has other attachments, such as telephone or cable TV, APS will clear up any hazards that are an imminent safety risk to the public. This may include the removal of facilities that do not belong to APS or the City, such as telephone or cable TV attachments. The City will be responsible to contact any affected utilities regarding any necessary work required due to the knockdown. If City desires to have emergency work done by qualified City personnel or a qualified third party contractor, City will notify APS to coordinate any disconnect or reconnect of electrical power that may be required.

- 4.1.1.1.2. APS shall use reasonable efforts to complete normal maintenance (as specified in Section 4.2.1 herein) within ten (10) work days after notification by City. However, if large volumes of outages are reported, more time may be required to complete the repairs. Additionally, if the maintenance requires pole replacement, underground cable replacement, or



cable repair, APS shall use reasonable efforts to complete said pole replacement, cable replacement, or cable repair within thirty (30) work days after the need for repair or replacement has been identified by APS.

4.2. Work to be Performed by APS:

4.2.1. Standard Facilities – Normal Construction and Maintenance: City agrees that APS is obligated to perform only the following construction and maintenance work for Standard Facilities. APS will haul away and dispose of all removed streetlight material and will be entitled to retain any salvage value.

4.2.1.1. Bulb replacement

4.2.1.2. Streetlight head, mast arms, protection fuses and photo control replacements.

4.2.1.3. Streetlight ballast replacements.

4.2.1.4. Streetlight pole identification number replacement.

4.2.2. Additional Work: The following constitutes additional work which APS is not obligated to perform, unless specifically directed to do so by City, conditioned upon City's agreement to pay the applicable charges.

4.2.2.1. Replacement of poles and all fixtures associated with vehicle, storm related or other damage.

- 4.2.2.2. Removal and/or replacement of City-owned steel or wood poles that, as determined by City, have deteriorated to such a condition that removal and/or replacement is necessary.
- 4.2.2.3. Replacement of non-functional lights with energy efficient lighting i.e. LED or Induction as approved by City and APS.
- 4.2.2.4. Group replacements of non-failed streetlights
- 4.2.2.5. Installation, relocation or upgrade of City owned street light facilities associated with road widening projects.
- 4.2.2.6. All concrete work, black top work and landscape restoration associated with pole replacements.
- 4.2.2.7. Conversion of functional streetlight lamps and luminaires to other Standard or Special Facilities and the replacement of certain associated mast arms in order to complete said conversions. All work specifically asked for by City which requires APS to rearrange existing facilities on a pole or requires APS to replace the existing pole with a more suitable pole.
- 4.2.2.8. Replacement of City owned electric service wire in mast arms and metal poles.

4.2.3. Assistance with Claims: At no cost to City, APS will provide any and all information, including but not limited to, documents, photographs, and testimony related to the work performed under this Maintenance Agreement to assist City with collecting damages from other parties who have damaged City's Streetlight Facilities.

4.3. Charges to City:

4.3.1. In addition to the charges described below and any other charges set forth in this Maintenance Agreement, City is responsible for all permit, inspection and other fees assessed by state, county or local government associated with streetlight work. Other fees may include, but are not limited to, plan or design review fees and traffic engineering or traffic control plan review fees.

4.3.2. The monthly charge per luminaire for normal maintenance as set forth in Section 4.2.1 will be fixed as follows:

\$2.35 for the initial one (1) year period.

Commencing upon the Effective Date; these fees will be billed monthly to the City. APS reserves the right to review the charge per luminaire annually and shall give the City 180 day's written notice in the event of any increase or decrease to the charge per luminaire for normal maintenance.

4.3.3. Charges for additional work, including but not limited to that set forth in Section 4.2.2 shall be levied in accordance with Exhibit A, which may be updated annually and provided by APS. APS shall supply City at City's

request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been approved by City in writing. City shall make payment in accordance with Section 11.2.

- 4.3.4. Charges for work done on an emergency basis, as determined by APS, and work done on Special Facilities, shall be based on actual costs, including applicable loadings incurred by APS plus the rate of return authorized by the ACC. Payment of such emergency and special facility charges shall be made in accordance with Section 11, BILLING, PAYMENT AND TAXES.

4.4. Work to be Performed by City:

- 4.4.1. City shall be responsible for all work pertaining to wiring at intersections. At intersection locations where APS has meters installed, City responsibility shall begin at the designated point of delivery.
- 4.4.2. It shall be the sole responsibility of City to investigate and pursue claims against any parties responsible for accidents and incidents involving damage to City-owned Streetlight Facilities and to collect damages from the responsible party. APS shall notify City of damages discovered in the normal course of business or as requested by City.
- 4.4.3. City shall provide APS reasonable ingress and egress for performance of services under this Maintenance Agreement.
- 4.4.4. City further acknowledges, represents, warrants, and agrees that by entering into this Maintenance Agreement, City has not delegated or waived any of its rights, duties, responsibilities, or options regarding

streetlight layout or design, but retains sole authority and responsibility for determining the reasonable level or amount of light to be provided along its streets, including the number, type and location of streetlights to be installed.

4.4.5. City further agrees that APS' assistance or recommendations regarding streetlight designs, layouts, or lighting levels, or the amount of streetlight service being provided by APS shall not be relied upon by City as satisfying any standard that may be adopted by or imposed upon City.

4.4.6. City shall provide or cause to be provided to APS a City-approved layout or engineer stamped drawing for all new streetlight installations. APS shall design a power source for the streetlights on City-approved streetlight layout or engineer stamped drawing.

4.5. Extension of Streetlight Facilities:

4.5.1. For new streetlighting installations, all additional facilities required including but not limited to streetlight poles, mast arms, luminaires, bulbs and photo controls shall be installed by APS at City expense in accordance with Exhibit A, which may be updated annually and provided by APS. APS shall supply City at City's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been approved by City in writing. City shall make payment in accordance with Section 11.2.

4.5.2. For new streetlighting installations within commercial, industrial projects or residential subdivisions, all facilities required including but not limited

to streetlight poles, mast arms, luminaires, bulbs and photo controls shall be installed by APS or a developer at City or developer expense. If the installation is performed by APS, APS will be reimbursed in accordance with Exhibit A which may be updated annually and provided by APS. APS shall provide City or developer with the cost of the work to be performed and City or developer shall make payment in accordance with Section 11.2.

- 4.5.3. If there is a change to the job resulting in a refund to be paid to City or developer, APS will refund City or developer the associated cost.
- 4.6. Ownership of Facilities: All streetlight facilities installed by APS (in accordance with this Maintenance Agreement) within the City boundaries (as they exist at the time of installation) shall become the property of City.
- 4.7. New Equipment: In the future, it is anticipated that new streetlight facilities will be developed and become available to the industry. APS agrees to acquire and install any such facilities selected by City for subsequent installations, although such facilities will be considered Special Facilities, subject to the provisions of this Maintenance Agreement until such time that the parties mutually agree that such streetlight facilities (or other streetlight facilities) shall constitute Standard Facilities.
- 4.8. Multi-use Poles: At street intersections where City desires to install a traffic signal and streetlight on the same pole, and where APS has distribution conductors other than streetlight conductors passing over such location, APS may install, where feasible, a multi-use steel pole for mounting of traffic

signal, streetlight, and distribution conductors. City shall pay all costs associated with the replacement of an existing pole with a multi-use pole or the installation of a new multi-use pole as warranted.

- 4.9. Inventory Lists and Records: APS shall supply the following records in an electronic format, time and manner to be mutually agreed upon by both parties, to City: (1) inventory lists showing Streetlight Facilities subject to this Maintenance Agreement and indicating location, lamp rating, type of pole and luminaire, (2) copies of inventory lists with new additions to Streetlight Facilities that include locations of new and existing or changed streetlights, lamp rating, type of pole and luminaire and (3) Upon request, APS shall also provide City, at agreed upon intervals, copies of APS' updated Geographic Information Systems maps showing street light locations. APS, at its sole discretion, may require the City to execute APS' Data License Agreement prior to providing such information.

- 4.10. Sale of Poles After Effective Date: If after the Effective Date, APS' distribution facilities are removed from an APS Pole and the APS Pole then only supports APS' secondary conductor and a City owned Streetlight, City has the option of purchasing the streetlight only pole or removing its streetlight and paying APS for said removal in accordance with Exhibit A, which may be updated annually. If City elects to purchase said pole, the purchase price shall be based on the replacement cost of the existing facility. No attachment fee shall be incurred by APS as a result of the secondary attachment.

5. TERM

This Maintenance Agreement shall remain in effect until terminated in accordance with the Termination section below.

6. TERMINATION

6.1. Termination at Will: Either party has the right to terminate this Agreement at any time and for any reason by giving the other Party ninety (90) days advanced written notice for the termination.

6.2. Termination for Default: If City or APS fails to comply with any of the terms and conditions of this Maintenance Agreement or defaults in any of its obligations under this Maintenance Agreement, and fails within thirty (30) days after the date of written notice from City or APS to correct such noncompliance or default, City or APS may, at its option and in addition to any other rights or remedies it may have, immediately terminate this Maintenance Agreement issued pursuant hereto, under which such noncompliance or default has occurred.

6.3. Cancellation By City: The Parties hereto acknowledge that this Maintenance Agreement is subject to cancellation by City for a conflict of interest pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

7. DESIGNATED REPRESENTATIVES AND NOTICES

7.1. Designated Representatives: All communications relating to the day-to-day activities under this Maintenance Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of



that Party. Either Party may change said designated representatives from time to time by giving advance written notice as provided herein.

**APS:**

Arizona Public Service Company  
Attention: Streetlight Management  
Station 3536  
P.O. Box 53933  
Phoenix, AZ 85072-3933  
Telephone: 602-371-5067  
FAX: 602-371-6733

**City:**

City of Bisbee  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone:  
FAX:  
E mail:

7.2. Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be sent by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

**To APS:**

Arizona Public Service Company  
Office of Corporate Secretary  
400 N. 5<sup>th</sup> Street, Station 8602  
Phoenix, Arizona 85004

**To City:**

City of Bisbee  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

Arizona Public Service Company  
Attention: Streetlight Management  
Station 3536  
P.O. Box 53933  
Phoenix, AZ 85072-3933

City of Bisbee  
\_\_\_\_\_  
\_\_\_\_\_

- 7.3. Invoices and payments pursuant to this Maintenance Agreement shall be sent to:

Arizona Public Service Company  
P.O. Box 53920, STA 9996  
Phoenix, AZ 85072-3920

City of Bisbee

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8. FISCAL YEAR

The obligation of City to make any payments hereunder is subject to the provisions of the Arizona State Budget Law and City Code provisions which require that the City Council make necessary appropriations for such payments in each fiscal year. City shall take all steps reasonably available to it to cause such payments to be included in its budget presented to City Council each fiscal year in the form of an appropriation for monies that will be due under this Maintenance Agreement during the subsequent year. However, the foregoing does not alter City's obligation to pay for services actually received, nor does it change APS' right to terminate this Maintenance Agreement for non-payment in accordance with the Termination section above.

9. UNCONTROLLABLE FORCES

- 9.1. Definition: An "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire, lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or

nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term "uncontrollable force" in interpreting or construing this Maintenance Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

- 9.2. Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to perform its obligations under this Maintenance Agreement, then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this Maintenance Agreement during delays caused by an

Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default.

- 9.3. Uncontrollable Force Limit: If a Party's obligation to perform is suspended for a period of ninety (90) continuous calendar days due to an Uncontrollable Force, or for any other reason, the other Party shall have all rights and remedies at law and equity, including but not limited to, the right to terminate this Maintenance Agreement.

#### 10. NON-WAIVER

The failure of either Party to insist upon strict performance of any of the provisions of this Maintenance Agreement, or to exercise any of the rights or remedies provided by this Maintenance Agreement, or any delay in the exercise of any of the rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Maintenance Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Maintenance Agreement.

#### 11. BILLING, PAYMENT AND TAXES

- 11.1. Billing: APS shall render bills to City on a monthly basis for services furnished during the preceding billing month.
- 11.2. Payment for services provided in accordance with Sections 4.2.2, 4.5.1 and 4.5.2: City shall make payment to APS prior to any work being performed, in accordance with Sections 4.2.2, 4.5.1 and 4.5.2, except that APS, at its sole option, may accept a letter of understanding (prior to any work being performed by APS) in which City commits to pay APS for such services upon completion of the services.

11.3. Payment: APS shall receive payment from City on or before the Due Date.

Payment shall be mailed to the address specified in Section 7.3. Amounts which are not paid when due shall bear Interest from the Due Date until such time as payment is received by APS.

11.4. Disputed Bill: If any portion of any bill is disputed, the undisputed amount shall be paid when due.

11.5. Delinquent Bill: If City's bill becomes delinquent, due to non-payment for a period of forty-five (45) calendar days after the invoice date, APS shall have the right at its option:

11.5.1. To exercise any remedy provided by law, including immediate termination of this Maintenance Agreement. Suspension and/or termination shall not relieve City of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with City.

11.5.2. To charge interest at the rate of 18% per annum for all charges unpaid after the forty-five (45) day period until the past due charges, including interest accrued thereon, are paid in full. The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

11.6. Taxes: City shall pay any and all applicable sales tax, transaction privilege tax, use tax or like tax assessed or assessable as the result of APS providing services hereunder.

12. ANNEXATION AND ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If City annexes additional territory or purchases additional Streetlight Facilities, the terms and conditions of this Maintenance Agreement will apply upon the date City provides APS notice of the annexation or purchase.

13. GOVERNING LAW AND VENUE

This Maintenance Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Arizona. Any suit to enforce this Maintenance Agreement shall be brought in the Superior Court of Cochise County.

14. SEVERABILITY

If any provision of this Maintenance Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, then said provision(s) or amendments thereto shall be severed from this Maintenance Agreement and the remainder shall continue in full force and effect unless otherwise mutually agreed between the Parties.

15. ASSIGNMENT

Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Maintenance Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party.

Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, upon notice to the other party but without the need for consent from the other Party, (a) transfer, pledge, or assign this Maintenance Agreement as security for any financing; (b) transfer, assign or delegate this Maintenance Agreement or its rights hereunder or delegate or subcontract its obligations hereunder to an affiliated entity,

parent entity or subsidiary of such Party, or (c) transfer, assign or delegate this Maintenance Agreement to any person or entity succeeding to all or substantially all of the assets of such Party. To the extent a transfer does not require consent, the transferring Party shall provide prompt notice to the other Party within thirty (30) calendar days of such transfer and the effective date thereof. Any transfer in violation of this Section 15 shall be deemed null and void.

16. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 15 of this Maintenance Agreement entitled, "ASSIGNMENT," is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party.

City acknowledges and represents that this Maintenance Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor City undertakes any responsibility or obligation to any third party by virtue of this Maintenance Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this Maintenance Agreement or its performance by either Party.

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this Maintenance Agreement.

18. PRECEDENCE

18.1. Order of Precedence: In the event of conflict between this Maintenance Agreement and any referenced document, the order of precedence shall be this Maintenance Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

18.2. Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 18.1.

19. ENTIRE AGREEMENT, MODIFICATION

This Maintenance Agreement shall constitute the entire agreement between the Parties and shall supersede all prior contracts, proposals, representations, negotiations, or letters pertaining to the subject matter of this Maintenance Agreement, whether written or oral, including the Original Operation, Maintenance and Facilities Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this Maintenance Agreement and this Maintenance Agreement shall only be modified by an amendment signed by both Parties. The terms of this Section shall in no way effect the obligation of City to pay amounts due under the Original Operations, Maintenance and Facilities Agreement; provided that the payments are for services rendered before the Original Operations, Maintenance and Facilities Agreement was superseded by this Maintenance Agreement. This Maintenance Agreement includes all documents attached hereto and incorporated herein by reference.



20. INDEMNIFICATION

Notwithstanding anything to the contrary contained in that certain Franchise Agreement between the Parties hereto, each Party making a covenant, agreement, representation or warranty in this Maintenance Agreement shall, to the extent allowed by law, indemnify and hold harmless the Party for whose benefit such covenant, agreement, representation or warranty is made, against any and all injury, loss, cost, damage, or expense of any kind (including reasonable attorney's fees) resulting from any breach of any such covenant, agreement, representation or warranty; provided however that such injury, loss, cost, damage or expense is not the result of negligence, willful misconduct or a breach of this Maintenance Agreement by the Party to be indemnified.

In order for the requirement of indemnification to be enforceable, the Party wishing to be indemnified must give the other Party notice of the event which caused the injury, loss, cost, damage or expense, along with notice of the intent to seek indemnification therefore, within 180 days of the date the Party wishing to be indemnified first learns of the event.

21. LEGAL REQUIREMENTS

21.1. Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, and any City of Bisbee supplements and requirements thereto, which in any manner relate to any rights and obligations under this Maintenance Agreement.

21.2. Safety Statute: Nothing contained in this Maintenance Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the parties obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

## 22. EXECUTION AND EFFECTIVE DATE

Each Party to this Maintenance Agreement hereby represents and warrants that (i) it has full authority to enter this Maintenance Agreement and to perform all responsibilities and obligations there under and that all necessary actions, if any, to authorize the execution, delivery and performance of this Maintenance Agreement have been taken, (ii) the person executing this Maintenance Agreement on its behalf has been duly authorized to execute this Maintenance Agreement, and (iii) this Maintenance Agreement constitutes legally binding and enforceable obligations of such Party. This Maintenance Agreement shall be effective as of the 30th day of January, 2015.

**ARIZONA PUBLIC SERVICE COMPANY**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF BISBEE, ARIZONA**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT A

STREETLIGHT MAINTENANCE AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

REMOVAL AND INSTALLATION COSTS

A project-specific cost estimate or unit cost estimate shall be provided by APS. APS shall supply City at City's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been paid by City, except that APS, at its sole option, may accept a letter of understanding (prior to any work being performed by APS) in which City commits to pay APS for such services upon completion of the services.



AGENDA ITEM NUMBER 15

## REQUEST FOR MAYOR & COUNCIL ACTION

Session of: 1/20/15

☒ Regular ☐ Special

DATE ACTION SUBMITTED: 1/14/15

REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF ENTERING INTO A STREETLIGHT POLE USE LICENSE AGREEMENT BETWEEN ARIZONA PUBLIC SERVICE (APS) COMPANY AND THE CITY OF BISBEE FOR THE USE OF STREETLIGHT POLES IN VARIOIUS AREAS THROUGHOUT THE CITY OF BISBEE, ARIZONA.

FROM: Thomas J. Klimek, P.E., R.L.S./City Engineer/Public Works Director

RECOMMENDATION: Recommend Approval.

PROPOSED MOTION: I move that we enter into A Streetlight Pole Use License Agreement between Arizona Public Service (APS) Company and the City of Bisbee for the use of Streetlight Poles in various areas throughout the City of Bisbee, Arizona.

### DISCUSSION:

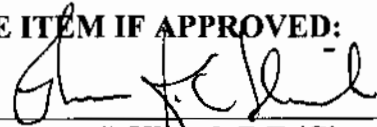
The Public Works Department recommends entering into a Streetlight Pole Use License Agreement between Arizona Public Service (APS) Company and the City of Bisbee for the use of Streetlight Poles in various areas of the City of Bisbee, Arizona. The last time the City of Bisbee and APS agreed to this contract was December 20, 1990. The cost of this annual license fee is \$2,053.52. The figure is based on 286 attachments x \$7.32=\$2,093.

FISCAL IMPACT: \$2,093.52/year

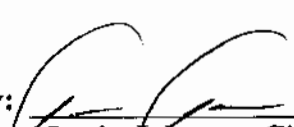
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by:

  
Thomas J. Klimek, P.E./City  
Engineer/Public Works  
Director

Reviewed by:

  
Justin Johnson, City Manager

From: Stephen.Chasse <Stephen.Chasse@aps.com>  
To: tklimek1975 <tklimek1975@aol.com>  
Sent: Tue, Jan 13, 2015 4:37 pm  
Subject: RE: Asking a Question

Tom,

Richard said use the \$2.093 figure as he probably transposed the number and put down the \$3008 figure by accident.

As for the agreements, most of the changes were incorporated except the one in my e-mail yesterday. I don't think I will be able to get that last item changed.

Hope this helps,

Steve

**STEPHEN V CHASSE, PE**

Key Accounts Manager, Southeast  
318 N. Marshall Street, Casa Grande, AZ 85122, M.S. 4539  
**Tel** 520-421-8380 **Cell** 480-710-9975  
[stephen.chasse@aps.com](mailto:stephen.chasse@aps.com) **aps.com**

STREETLIGHT POLE USE LICENSE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF BISBEE

APS CONTRACT NO. 201407051

CITY OF BISBEE CONTRACT NO. \_\_\_\_\_

Effective Date: 01/30/2015

STREETLIGHT POLE USE LICENSE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF BISBEE

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STREETLIGHT POLE USE LICENSE AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

1. PARTIES

The parties to this Streetlight Pole Use License Agreement ("License Agreement") are CITY OF BISBEE, an Arizona municipal corporation, ("City"), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation ("APS"), hereinafter referred to individually as "Party" and collectively as the "Parties."

2. RECITALS

- 2.1 The Parties have entered into a streetlight sales agreement (APS Contract No. 19637 dated December 20, 1990) in which City has purchased streetlight facilities from APS within the existing City boundaries.
- 2.2 Additionally, the Parties entered into: i) a Streetlight Energy Agreement (APS Contract No. 19638 dated December 20, 1990) pursuant to which APS sells energy to City for the Streetlight Facilities (the "Energy Agreement"); ii) a Streetlight Operation, Maintenance and Facilities Agreement (APS Contract No. 19639 dated December 20, 1990) pursuant to which APS operates and maintains City's Streetlight Facilities within APS' service territory (the "O,M&F Agreement"); and iii) a Master License Agreement (APS Contract No. 19640 dated December 20, 1990) pursuant to which City's Streetlight Facilities are allowed to be attached to APS' electric distribution poles (the "License Agreement").
- 2.3 The Parties now desire to enter into this License Agreement pursuant to which the City may attach its streetlights to APS' electric distribution poles.
- 2.4 The Parties desire that this License Agreement replace and supersede the Former

Master License Agreement dated December 20, 1990.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this License Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

- 3.1 ACC: Arizona Corporation Commission.
- 3.2 Annual Attachment Fee: The fee set forth in Exhibit A assessed annually for attachment of Streetlight Facilities to each APS Pole.
- 3.3 APS Pole(s): Electric distribution poles owned by APS for which APS authorizes the attachment of the Streetlight Facilities.
- 3.4 Due Date: The thirtieth (30th) calendar day after the invoice date.
- 3.5 Effective Date: The date specified in Section 22, Execution and Effective Date.
- 3.6 Interest: The per annum rate of 18% compounded monthly.
- 3.7 Joint Pole Participant: Any entity with whom APS has entered into an agreement or arrangement to reciprocally own and furnish poles for joint use and by which both parties have agreed to a method of pro-rating the fully allocated costs of ownership and maintenance of such joint use facilities, including the safety space and supporting structure.
- 3.8 License: A revocable, nonexclusive authorization to attach Streetlight Facilities to APS Poles, subject to the terms of this License Agreement. Such License(s) shall be issued by APS, in its sole discretion.

- 3.9 Other Licensee(s): Any entity, other than City, whom APS has authorized under any agreement or arrangement to attach its facilities to APS' Poles, for any purpose.
- 3.10 Point of Delivery: The point where energy is delivered shall be where APS' electric service wire connects to (i) City's electric service wire, one foot beyond the end of the mast arm for overhead service to the streetlight or, (ii) at the City's protection fuse installed in the APS-owned secondary junction box for underground service to the streetlight or, (iii) at the City's electric service protection fuse or termination point located in the hand-hole of the City Pole for underground service to the streetlight when no APS-owned secondary junction box exists or, (iv) five (5) feet from the City Pole for underground service when there is no hand-hole on the City Pole or an APS-owned secondary junction box.
- 3.11 Streetlight Facilities: The facilities owned by the City (within APS' service territory) and generally described as metal streetlight poles dedicated only to streetlighting that may support APS' secondary conductors serving the streetlights and no other attachment(s); mast arms; luminaires and lamps; protection fuses; photo controls; external ballasts; and electric service wires which extend from the luminaires of the individual streetlight installation to the Point of Delivery.

#### 4. LICENSE FOR ATTACHMENT TO POLES

- 4.1 Grant of License: Subject to the terms and the other provisions of this License Agreement, APS hereby grants to City a License to maintain the location of those Streetlight Facilities which, on the Effective Date of this License Agreement, are attached to APS Poles, in the location that they are then attached. Further, APS agrees to issue to City, upon its request, from time to time, subsequent to the Effective Date of this License Agreement, new Licenses authorizing the attachment of City owned Streetlight Facilities to various APS Poles as

designated by APS in its sole discretion.

4.2 Other Rights Reserved:

4.2.1 Neither the use of APS Poles as authorized herein nor payment of any fees or charges required under this License Agreement shall create or vest in City any ownership or property rights in such APS Poles. City's right here in shall be and remain a license. Neither this License Agreement nor any License granted, or which may be granted, hereunder shall constitute an assignment of any of APS' rights to use any public thoroughfare or other public or private property at the location of APS Poles.

4.2.2 Nothing contained in this License Agreement shall be construed to compel APS to construct, retain, extend, place, or maintain APS electric distribution poles or other facilities for the benefit of City which are not needed for APS' own service requirements. If it becomes necessary or desirable to relocate or remove APS Poles, APS will notify City of the need to relocate or remove City's Streetlight Facilities located thereon thirty (30) calendar days prior to such relocation or removal; except that in an emergency, the notice will be provided within thirty (30) calendar days after the relocation or removal. APS will perform the relocation or removal of the Streetlight Facilities located on APS Poles. The relocation or removal will be at City's expense in accordance with Exhibit B, unless such relocation or removal is made at APS' request or convenience. If APS relocates or removes its APS Poles at the request of City or a third party, City or the third party (as the case may be) shall be responsible to pay the costs of relocating or removing the Streetlight Facilities located thereon. Where the APS Pole has been knocked down, all requests for re-installing Streetlight Facilities on the re-installed APS Pole, or installing

new Streetlight Facilities on an APS Pole, shall be requested in writing by City. At City's request, APS will provide the City with a project-specific cost estimate or unit cost estimate of the work to be done. APS shall not commence the work until such estimate has been paid by City, except that APS, at its sole option, may accept a letter of understanding (prior to any work being performed by APS) in which City commits to pay APS for such services upon completion of the services.

4.2.3 Nothing contained in this License Agreement shall be construed as a limitation, restriction, or prohibition against APS with respect to any agreement and/or arrangement which APS has previously entered into or may in the future enter into with any third parties regarding the APS Poles covered by this License Agreement. The rights of City shall be subject to an existing agreement and/or arrangement, entered into prior to installation of the Streetlight Facilities, but shall have priority over any such future agreement(s) and/or arrangement(s) entered into after the installation of the Streetlight Facilities.

4.2.4 No License granted hereby or in the future under this License Agreement shall extend to any of APS' electric distribution poles where the placement of the Streetlight Facilities would result in terminating the rights of APS, Other Licensees, and/or Joint Pole Participants, to occupy the property on which such electric distribution poles are located. If the existence of the Streetlight Facilities on APS Poles would cause a termination of the right of APS, Other Licensees, and/or Joint Pole Participants, or any of them, to occupy such property, upon the written consent of City which shall not be unreasonably withheld, APS shall be authorized to remove the Streetlight

Facilities at Cities expense. The removal costs will be in accordance with Exhibit B

4.3 Annual Attachment Fees:

4.3.1 The Annual Attachment Fee shall be as specified in Exhibit A hereto.

4.3.2 The Annual Attachment Fee shall be adjusted effective January 30 of each year. The amount of such adjustments shall be calculated by utilizing the cost index numbers from the most recent edition of the Handy Whitman Index of Public Utility Construction Costs ("H/W Index"), Plateau Region (E-5), Distribution Plant; Poles, Towers and Fixtures (FERC Account No. 364). The percentage of change in the annual average index numbers will be applied to the previous year's Annual Attachment Fee to determine the current year's Annual Attachment Fee, effective January 30th of each year. The initial Annual Attachment Fee for attachments in existence prior to the Effective Date of this License Agreement shall be assessed at the annual rate set forth in Section 4.3.1 above, prorated from the effective date of this License Agreement to the end of the initial calendar year.

4.3.3 The total Annual Attachment Fee assessed as of the beginning of each anniversary of the Effective Date shall be based upon the total number of licensed APS Poles on record, multiplied by the Annual Attachment Fee effective for that year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, less the number of pole attachments whose License has been terminated, as of the last day of the previous year.

4.3.4 APS shall use good faith efforts to provide written notice to City of APS' intent to adjust the Annual Attachment Fee and the amount of such adjustment 60 calendar days prior to the adjustment.

4.4 Limitation of Liability and Reservation of Rights:

APS shall not be liable to City for any special, incidental, indirect, or consequential loss or damage arising out of City's use of APS Poles and/or Streetlight Facilities being located thereon. APS reserves to itself, its successors and assigns, the right to locate and maintain its poles, including the APS Poles, and to operate its facilities in such a manner as will best enable APS to fulfill its electric service requirements.

5. TERM

This License Agreement shall remain in effect until terminated in accordance with the Termination section below.

6. TERMINATION

6.1 Termination at Will: Either Party has the right to terminate this Agreement at any time and for any reason by giving the other Party ninety (90) days advanced written notice for the termination

6.2 Termination for Default: If City or APS fails to comply with any of the terms and conditions of this License Agreement or defaults in any of its obligations under this License Agreement, and fails within thirty (30) days after the date of written notice from City or APS to correct such noncompliance or default, City or APS may, at its option and in addition to any other rights or remedies it may have, immediately terminate this License Agreement issued pursuant hereto, under which such noncompliance or default has occurred.

6.3 Removal of Streetlight Facilities Following Termination:

6.3.1 In the event of termination of this License Agreement and/or any License(s), APS may remove City's Streetlight Facilities from APS Poles affected by such termination; provided, however, that City shall be liable for and pay all applicable attachment fees to APS until the Streetlight



Facilities are actually removed from APS Poles. City shall pay APS for the removal of City's Streetlight Facilities from APS Poles as specified in Exhibit B.

- 6.4 Cancellation By City: The Parties hereto acknowledge that this License Agreement is subject to cancellation by the City for a conflict of interest pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

7. DESIGNATED REPRESENTATIVES AND NOTICES

- 7.1 Designated Representatives: All communications relating to the day-to-day activities under this License Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party.
- Either Party may change said designated representatives from time to time by giving advance written notice.

**APS:**

Arizona Public Service Company  
Attention: Streetlight Management  
Station 3536  
P.O. Box 53933  
Phoenix, AZ 85072-3933  
Telephone: 602-371-5067  
FAX: 602-371-6733

**CITY:**

City of Bisbee  
Street Transportation Department  
Director  
Telephone:  
FAX:  
E-mail:

- 7.2 Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be sent by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

**To APS:**

Arizona Public Service Company  
Office of Corporate Secretary  
400 N. 5<sup>th</sup> Street, Station 8602  
Phoenix, Arizona 85004

**To CITY:**

City of Bisbee  
City Attorney

With a copy to:

Arizona Public Service Company  
Attention: Streetlight Management  
Station 3536  
P.O. Box 53933  
Phoenix, AZ 85072-3933

City of Bisbee  
Street Transportation  
Director

7.3 Invoices and Payments: Invoices and payments pursuant to this License

Agreement shall be sent to:

Arizona Public Service Company  
P.O. Box 53920, STA 9996  
Phoenix, AZ 85072-3920

City of Bisbee Streetlight  
Administrator

8. FISCAL YEAR

The obligation of City to make any payments hereunder is subject to the provisions of the Arizona State Budget Law and City Code provisions which require that the City Council make necessary appropriations for such payments in each fiscal year. City shall take all steps reasonably available to it to cause such payments to be included in its budget presented to City Council each fiscal year in the form of an appropriation for monies that will be due under this License Agreement during the subsequent year. However, the foregoing does not alter City's obligation to pay for services actually received, nor does it change APS' right to terminate this License Agreement for non-payment in accordance with the Termination section above.

9. UNCONTROLLABLE FORCES

9.1 Definition: An "Uncontrollable Force" shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire, lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public

authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term "uncontrollable force" in interpreting or construing this License Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

- 9.2 Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to perform its obligations under this License Agreement, then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this License Agreement during delays caused by an Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default.
- 9.3 Uncontrollable Force Limit: If a Party's obligation to perform is suspended for a period of ninety (90) continuous calendar days due to an Uncontrollable Force, or for any other reason, the other Party shall have all rights and remedies of law and

equity, including but not limited to, the right to terminate this Agreement.

10. NON-WAIVER

The failure of either Party to insist upon strict performance of any of the provisions of this License Agreement, or to exercise any of the rights or remedies provided by this License Agreement, or any delay in the exercise of any of the rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this License Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this License Agreement.

11. BILLING, PAYMENT AND TAXES

11.1 Annual Attachment Fee: The initial total Annual Attachment Fee shall be payable within thirty (30) calendar days of the Effective Date of the License. Thereafter, the total Annual Attachment Fee shall be payable in advance, as of the thirtieth day of January of the applicable year.

11.2 Payment: APS shall receive payment from City on or before the Due Date. Payment shall be mailed to the address specified in Section 7.3. Amounts which are not paid when due shall bear Interest from the Due Date until such time as payment is received by APS.

11.3 Disputed Bill: If any portion of any bill is disputed, the undisputed amount shall be paid when due.

11.4 Delinquent Bill: If City's bill becomes delinquent, due to non-payment for a period of thirty (30) days after the invoice date, APS shall have the right at its option:

11.4.1 To exercise any remedy provided by law, including immediate termination of this License Agreement. Suspension and/or termination shall not relieve City of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with City.

11.4.2 To charge interest at the rate of 18% per annum for all charges unpaid after the thirty (30) day period until the past due charges, including interest accrued thereon, are paid in full.

The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

11.5 Taxes: City shall pay any and all applicable sales tax, transaction privilege tax, use tax or like tax assessed or assessable as the result of APS providing services hereunder.

12. ANNEXATION AND ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If City annexes additional property or additional Streetlight Facilities, the terms and conditions of this License Agreement will apply upon the effective date of said annexation or purchase.

13. GOVERNING LAW AND VENUE

This License Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Arizona. Any suit to enforce this License Agreement shall be brought in the Superior Court of Cochise County.

14. SEVERABILITY

If any provision of this License Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, then said provision(s) or amendments thereto shall be severed from this License Agreement and the remainder shall continue in full force and effect unless otherwise mutually agreed between the Parties.

15. ASSIGNMENT

Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this License Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such

consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the need for consent from the other Party, (a) transfer, pledge, or assign this License Agreement as security for any financing; (b) transfer, assign or delegate this License Agreement or its rights hereunder or delegate or subcontract its obligations hereunder to an affiliated entity, parent entity or subsidiary of such Party, or (c) transfer, assign or delegate this License Agreement to any person or entity succeeding to all or substantially all of the assets of such Party. To the extent a transfer does not require consent, the transferring Party shall provide notice within thirty (30) calendar days to the other Party of the transfer and the effective date thereof. Any transfer in violation of this Section 15 shall be deemed null and void.

16. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 15 of this License Agreement entitled, "ASSIGNMENT," is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party.

City acknowledges and represents that this License Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor City undertakes any responsibility or obligation to any third party by virtue of this License Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this License Agreement or its performance by either Party.

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this License Agreement.

18. PRECEDENCE

18.1 Order of Precedence: In the event of conflict between this License Agreement and any referenced document, the order of precedence shall be this License Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

18.2 Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 18.1.

19. ENTIRE AGREEMENT, MODIFICATION

This License Agreement shall constitute the entire agreement between the Parties and shall supersede all prior contracts, proposals, representations, negotiations, or letters pertaining to the subject matter of this License Agreement, whether written or oral, including the Original License Agreement. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in this License Agreement and this License Agreement shall only be modified by an amendment signed by both Parties. The terms of this Section shall in no way effect the obligation of City to pay amounts due under the Original License Agreement; provided that the payments are for use of APS Poles rendered before the Original License Agreement was superseded by this License Agreement. This License Agreement includes all documents attached hereto and incorporated herein by reference. Specifically included as exhibit to this License Agreement and attached hereto are the following:

Exhibit A – Annual Attachment Fee

Exhibit B – Removal Costs

20. INDEMNIFICATION

Notwithstanding anything to the contrary contained in that certain Franchise Agreement between the Parties hereto, each Party making a covenant, agreement, representation or

warranty in this License Agreement shall, to the extent allowed by law, indemnify and hold harmless the Party for whose benefit such covenant, agreement, representation or warranty is made, against any and all injury, loss, cost, damage, or expense of any kind (including reasonable attorney's fees) resulting from any breach of any such covenant, agreement, representation or warranty; provided however that such injury, loss, cost, damage or expense is not the result of negligence, willful misconduct or a breach of this License Agreement by the Party to be indemnified.

In order for the requirement of indemnification to be enforceable, the Party wishing to be indemnified must give the other Party notice of the event which caused the injury, loss, cost, damage or expense, along with notice of the intent to seek indemnification therefore, within 180 days of the date the Party wishing to be indemnified first learns of the event.

## 21. LEGAL REQUIREMENTS

21.1 Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, which in any manner relate to any rights and obligations under this License Agreement.

21.2 Safety Statute: Nothing contained in this License Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the Parties' obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

## 22. EXECUTION AND EFFECTIVE DATE

Each Party to this License Agreement hereby represents and warrants that (i) it has full authority to enter this License Agreement and to perform all responsibilities and



obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this License Agreement have been taken, (ii) the person executing this License Agreement on its behalf has been duly authorized to execute this License Agreement, and (iii) this License Agreement constitutes legally binding and enforceable obligations of such Party. This License Agreement shall be effective as of the 30th day of January.

**ARIZONA PUBLIC SERVICE COMPANY**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF BISBEE,  
City Manager**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT A

STREETLIGHT POLE USE LICENSE AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

ANNUAL ATTACHMENT FEE

Commencing January 30, 2015, the Annual Attachment Fee for calendar year 2015 shall be  
\$7.32 per APS Pole.

EXHIBIT B

STREETLIGHT POLE USE LICENSE AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF BISBEE

REMOVAL COST

A project-specific cost estimate or unit cost estimate shall be provided by APS. APS shall supply City at City's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been paid by City, except that APS, at its sole option, may accept a letter of understanding (prior to any work being performed by APS) in which City commits to pay APS for such services upon completion of the services.



AGENDA ITEM NUMBER 14

## REQUEST FOR MAYOR & COUNCIL ACTION

Session of: 1/20/15

☒ Regular ☐ Special

DATE ACTION SUBMITTED: 1/14/15

REGULAR ☒

CONSENT ☐

**TYPE OF ACTION:**

RESOLUTION ☐

ORDINANCE ☐

FORMAL ACTION ☒

OTHER ☐

**SUBJECT: DISCUSSION AND POSSIBLE APPROVAL TO ENTER INTO A CONTRACT WITH ALTA LAND SURVEY, INC. OF BENSON, ARIZONA TO PERFORM A BOUNDARY SURVEY ON THE MANSFIELD LOT FOR A TOTAL COST NOT TO EXCEED \$3,600.00.**

**FROM: Thomas J. Klimek, P.E., R.L.S./City Engineer/Public Works Director**

**RECOMMENDATION: Recommend Approval.**

**PROPOSED MOTION: I move that we enter into a contract with Alta Land Survey, Inc. of Benson, Arizona to perform a boundary survey on the Mansfield Lot for a total cost not to exceed \$3,600.00.**

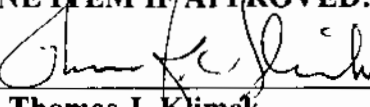
**DISCUSSION: Tom Klimek, Public Works Director, recommends approval to enter into a contract with Alta Land Survey, Inc. of Benson, Arizona to perform a boundary survey on the Mansfield Lot for a total cost not to exceed \$3,600.00. This is a sole source contract. The City needs to identify the property lines relative to existing public walkway, adjacent properties, walls and buildings.**

**FISCAL IMPACT: Not to Exceed \$3,600.00**

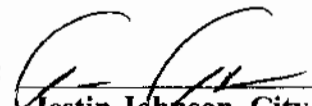
**DEPARTMENT LINE ITEM ACCOUNT: 10-75-34000 (P.W. ADMIN. CONTRACT SVC)**

**BALANCE IN LINE ITEM IF APPROVED: (\$5,165.01)**

**Prepared by:**

  
Thomas J. Klimek,  
P.E., R.L.S., Public Works  
Director

**Reviewed by:**

  
Jestin Johnson, City Manager



**ALTA LAND SURVEY, INC.**  
Surveying ~ Drafting ~ Construction Staking  
344 E. 4<sup>th</sup> Street, Benson, AZ 85602 Ph. (520) 720-6476

October 21, 2014

Thomas Klimek, P.E., R.L.S.  
City of Bisbee  
118 Arizona Street  
Bisbee, AZ 85603

RE: Boundary Survey Proposal- Mansfield Lot

Dear Tom:

Pursuant to the letter of August 22, the following is our Scope of Services for the above referenced property in Bisbee, AZ:

Research all public records related to the individual properties.  
Perform boundary survey of subject property.  
Survey all improvements on existing property and immediately adjacent to the subject property.  
Find and/or set all property corners.  
Prepare Record of Survey drawing.  
Meet with Tom Klimek to review the individual surveys.  
Record Surveys at Cochise County Recorder's Office.

The cost to perform the above referenced work to be as follows:

1. Mansfield Lot- Not to Exceed \$3600.00

Based on the following rates:

Survey Crew \$145/hr.  
Office review, drafting, calculations, etc. \$85/hr.  
Registered Land Surveyor \$95/hr.

We appreciate the opportunity to provide you with this proposal and look forward to hearing from you.

Sincerely,

Donald J. Loose  
President

**EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF BISBEE  
AND  
ALTA LAND SURVEY, INC.**

**[Consultant Proposal]**

**See following pages**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BISBEE AND  
ALTA LAND SURVEY, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of \_\_\_\_\_, between the City of Bisbee, an Arizona municipal corporation ("City"), and ALTA LAND SURVEY, INC., an Arizona corporation ("Consultant").

**RECITALS**

A. The City requested a proposal from the Consultant for professional surveying services in connection with Boundary Survey Work for what is known as the Mansfield Lot (the "Services").

B. The Consultant submitted a proposal and the City desires to enter into an Agreement with the Consultant for the Services.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals, incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Consultant hereby agree:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for a period of ninety (90) days.

2. Scope of Work. Consultant shall provide the Services as set forth in the Consultant Proposal, attached hereto as **Exhibit A** and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed \$3,600.00 for the Services as set forth in the attached **Exhibit A**.

4. Payment. The City shall pay Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party") for, from and against any and all losses, claims, damages,

liabilities, costs and expenses (including, but not limited to, attorneys' fees, court costs and costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer's evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information



such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability Follow Form to underlying Insurance.

(2) Consultant's insurance shall be primary insurance for performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, Representatives, officers, officials and employees for any claims arising out of Consultant's work or services performed under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$250,000 for each occurrence, \$250,000 Products and Completed Operations Annual Aggregate and a \$250,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$250,000 each occurrence on Consultant's owned, hired and Non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be

cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$250,000 each claim and \$250,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration Page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$250,000 for each accident, \$250,000 disease for each employee and \$250,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not Expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Bisbee, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona, with venue in Cochise County.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 Days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement may be cancelled subject to the provisions of A.R.S. § 38-511.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of

the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year this Agreement shall terminate at the end of the current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

15. Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

16. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

17. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

18. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

19. Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

20. Entire Agreement Interpretation Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

21. Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

22. Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

23. Rights and Remedies. No provision in this Agreement shall be construed expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

24. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

25. Liens. All materials or services shall be free of all liens and, if the City Requests, a formal release of all liens shall be delivered to the City.

26. Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes including any interest or penalties.

27. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Bisbee  
118 Arizona Street  
Bisbee, Arizona 85603  
Facsimile: 520-432-6069  
Attn: City Manager

With copy to: Anne Carl, City Attorney

If to Consultant: Alta Land Survey, Inc.  
1403 Highway 92  
Bisbee, Arizona 85603  
Facsimile: 520-456-9400  
Attn: Donald J. Loose, President

or at such other address, and to such other person, as party may designate in writing by notice given pursuant to this section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

28. Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

29. Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including

the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under Section 30 below (all the foregoing hereinafter referred to "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 30 below. To the extent necessary for the City to audit Records as set forth in this section, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this section. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

30. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

31. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

32. Non Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

IN WITNESS WHEREOF the parties hereto have executed this instrument as of the date and year first set forth above.

"City"

CITY OF BISBEE

"Consultant"

ALTA LAND SURVEY, INC.

\_\_\_\_\_  
Ron Oertle, Mayor

By: \_\_\_\_\_

ATTEST

Name: \_\_\_\_\_

\_\_\_\_\_  
Ashlee Coronado, City Clerk

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Anne Carl, City Attorney





AGENDA ITEM NUMBER 17

## REQUEST FOR MAYOR & COUNCIL ACTION

Session of: 1/20/15

☒ Regular ☐ Special

DATE ACTION SUBMITTED: 1/14/15

REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL TO PURCHASE ONE GAS V8 4x2 AND ONE GAS V8 4 X 4 PICK UP TRUCKS FROM DON SANDERSON FORD FOR THE RECYCLING DEPARTMENT FOR A TOTAL COST OF \$66,510.54.

FROM: Thomas J. Klimek, P.E., R.L.S./City Engineer/Public Works Director

RECOMMENDATION: Recommend Approval.

PROPOSED MOTION: I motion approval to purchase one gas V8 4x2 and one Gas V8 4 x 4 Pick up Trucks from Don Sanderson Ford for the Recycling Department for a total cost not to exceed \$66,510.54.

DISCUSSION: Public Works recommends the purchase of one Gas V8 4x2 and one Gas V8 4 x 4 Pick Up Trucks from Don Sanderson Ford (AZ State Contracting Dealership) for the Recycling Department. (See Attached) These trucks will assist with the transporting of inmate labor and increase in recycling material. The total cost for the two pick up trucks is \$66,510.54 and will be paid with enterprise funds. These funds were earmarked for the last five (5) years to start a vehicle replacement plan. The vehicles that are being replaced will stay in service within Streets and Parks Division in Public Works.

FISCAL IMPACT: Total Cost not to Exceed \$66,510.54

DEPARTMENT LINE ITEM ACCOUNT: 53-38-51000

BALANCE IN LINE ITEM IF APPROVED: \$18,378.46

Prepared by:

Andy Haratyk, Operations  
Manager, Public Works

Reviewed by:

Jestin Johnson, City Manager

CITY OF BISBEE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PONT
<u>FUND EXPENDITURES</u>					
56-40-11000 SALARIES - GENERAL	21,376.73	121,868.52	274,912.00	153,043.48	44.3
56-40-11001 OVERTIME - GENERAL	440.63	1,941.08	3,500.00	1,558.92	55.5
56-40-11100 F.I.C.A.	1,347.94	7,640.36	17,672.00	10,031.64	43.2
56-40-11200 MEDICARE	315.23	1,786.82	4,133.00	2,346.18	43.2
56-40-11300 A.S.R.S.	2,530.81	14,361.94	32,296.00	17,934.06	44.5
56-40-11500 MEDICAL INSURANCE	3,900.66	19,788.70	46,522.00	26,733.30	42.5
56-40-11501 STANDARD DISABILITY INSURANCE	423.88	529.85	1,233.00	703.15	43.0
56-40-11505 DEFERRED COMP	554.48	2,812.96	6,613.00	3,800.04	42.5
56-40-11510 DENTAL INSURANCE	342.94	1,745.82	4,084.00	2,338.18	42.8
56-40-11600 LIFE INSURANCE	68.79	348.61	831.00	482.39	42.0
56-40-11700 WORKERS COMPENSATION	1,863.44	10,571.63	24,811.00	14,239.37	42.6
56-40-12300 UNIFORMS & CLOTHING	.00	315.97	400.00	84.03	79.0
56-40-12500 RECRUITMENT/EMPLOYEE TESTING	.00	.00	1,000.00	1,000.00	0
56-40-13100 BUSINESS TRAVEL	.00	.00	600.00	600.00	0
56-40-13400 EDUCATION/TRAINING	.00	.00	3,000.00	3,000.00	0
56-40-21000 ELECTRIC	106.63	605.00	1,700.00	1,095.00	35.6
56-40-22000 WATER	.00	.00	400.00	400.00	.0
56-40-23000 GAS	.00	119.35	300.00	180.65	39.8
56-40-24000 TELEPHONE & FAX	67.60	270.57	500.00	229.43	54.1
56-40-34000 CONTRACT SERVICES	290.33	1,188.88	3,500.00	2,311.12	34.0
56-40-34100 DOC WORKERS	247.50	1,560.50	6,200.00	4,639.50	25.2
56-40-37000 PROPERTY, CASUALTY, LIABILITY	.00	11,732.56	32,150.00	20,417.44	36.5
56-40-37100 INSURANCE CLAIMS & DEDUCTIBLES	.00	.00	5,000.00	5,000.00	0
56-40-45100 DISPOSABLE EQUIP & TOOLS	.00	.00	400.00	400.00	.0
56-40-45200 SAFETY EQUIP & SUPPLIES	.00	256.99	1,000.00	743.01	25.7
56-40-45300 CUSTODIAL SUPPLIES	.00	511.96	2,500.00	1,988.05	20.5
56-40-46000 OPERATIONAL EXPENSES	91.33	1,787.90	2,000.00	212.10	89.4
56-40-46561 COUNTY TIPPING FEE	17,769.35	55,796.73	176,000.00	120,203.27	31.7
56-40-46562 RECYCLING PROGRAM	1,908.79	3,499.45	10,000.00	6,500.55	35.0
56-40-47500 BAD DEBT	.00	.00	20,000.00	20,000.00	.0
56-40-55000 EQUIPMENT REPAIR & MAINT	.00	7,044.41	15,000.00	7,955.59	47.0
56-40-55200 NON CAP EQUIP PURCHASES	.00	156.35	22,000.00	21,843.65	.7
56-40-61000 VEHICLE PARTS & LABOR	2,479.75	4,948.93	60,000.00	55,051.07	8.3
56-40-62002 TIRES	.00	8,081.37	18,000.00	9,918.63	44.9
56-40-62003 GASOLINE	577.02	3,214.02	12,500.00	9,285.98	25.7
56-40-62004 DIESEL	1,508.69	9,755.43	20,000.00	10,244.57	48.8
56-40-62007 OTHER FLUIDS & LUBRICANTS	.00	.00	1,000.00	1,000.00	0
56-40-95000 RESERVE ACCUMULATION	.00	.00	25,200.00	25,200.00	.0
56-40-99010 TRANSFER TO ADMIN & GEN	1,375.58	6,877.90	16,507.00	9,629.10	41.7
56-40-99052 TRANSFERS TO FINANCE	3,895.58	19,477.90	46,747.00	27,269.10	41.7
56-40-99057 TRANSFERS TO LEGAL SVCS	255.92	1,279.60	3,071.00	1,791.40	41.7
56-40-99077 TRANSFER TO GARAGE	834.58	4,172.90	10,015.00	5,842.10	41.7
56-40-99085 TRANSFERS TO DEBT SERVICE	1,814.00	9,070.00	21,768.00	12,698.00	41.7
56-40-99975 TRANSFERS TO PW ADMIN	664.25	3,321.25	7,971.00	4,649.75	41.7
TOTAL FUND EXPENDITURES	67,052.43	338,442.20	963,036.00	624,593.80	35.1
TOTAL FUND EXPENDITURES	67,052.43	338,442.20	963,036.00	624,593.80	35.1

CITY OF BISBEE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2014

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS</u>					
56-36-11400 RECYCLING REVENUE	1,287.25	11,799.45	35,000.00	23,200.55	33.7
TOTAL MISCELLANEOUS	1,287.25	11,799.45	35,000.00	23,200.55	33.7
<u>UTILITIES</u>					
56-37-10550 USER FEES	68,336.64	341,736.44	814,997.00	473,260.56	41.9
56-37-10551 USERS FEES - RECYCLING	2,040.16	10,287.15	27,450.00	17,162.85	37.5
56-37-10553 SPECIAL PICK-UP FEES	8.65	792.19	700.00	( 92.19)	113.2
TOTAL UTILITIES	70,385.45	352,815.78	843,147.00	490,331.22	41.9
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
56-38-51000 USE OF RESERVES	.00	.00	84,889.00	84,889.00	0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	84,889.00	84,889.00	.0
TOTAL FUND REVENUE	71,672.70	364,615.23	963,036.00	598,420.77	37.9



DEAL #397014


**SANDERSON**  
 AUTOMOTIVE GROUP

 6400 N. 51<sup>st</sup> Ave.  
 Glendale, Az. 85301  
 www.sanderSONford.com

MAILING ADDRESS: P.O. BOX 1407 • GLENDALE, ARIZONA 85311-1407

PHONE: FORD (623) 842-8600 • LINCOLN (602) 375-7500

FLEET: (623) 930-5961

NAME: CITY OF BISBEE

STOCK NO. FT4810

ADDRESS 118 ARIZONA ST BISBEE AZ 85603					PHONE		DATE 01/15/15	
YEAR 2015	MODEL XX	NEW	USED	MAKE/TRADE NAME FORD	NO. OF CYL. 8	BODY STYLE F250 4X4 CR	MODEL F-250	COLOR OXFORD WHITE
LIC. NO.		TAB NO.		SERIAL NUMBER OR ENGINE NUMBER 1FT7W2B6XFEB45651				

- |                                    |                                       |                                       |                                     |                                     |                                     |                                      |
|------------------------------------|---------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> RADIO     | <input type="checkbox"/> AUTO. TRANS. | <input type="checkbox"/> VINYL ROOF   | <input type="checkbox"/> PWR. STRG. | <input type="checkbox"/> AIR COND.  | <input type="checkbox"/> PWR. WIND. | <input type="checkbox"/> _____ ENG.  |
| <input type="checkbox"/> AUX. TANK | <input type="checkbox"/> 4 SP. TRANS. | <input type="checkbox"/> TINTED GLASS | <input type="checkbox"/> PWR. BRKS. | <input type="checkbox"/> PDL        | <input type="checkbox"/> PWR. SEATS | <input type="checkbox"/> CUST. WHLS. |
|                                    | <input type="checkbox"/> 5 SP. TRANS. | <input type="checkbox"/> 4 X 4        | <input type="checkbox"/> DUAL A/C   | <input type="checkbox"/> WIRE WHLS. | <input type="checkbox"/> TINT       | <input type="checkbox"/> CRUISE      |

MISC:

## ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

DON SANDERSON FORD INC

I, \_\_\_\_\_ state that the odometer now

(TRANSFEROR'S NAME - PRINT)

180

reads \_\_\_\_\_ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING — ODOMETER DISCREPANCY.

Transferor's Signature \_\_\_\_\_

Customer  
Email Address

Salesman DAVID L. HARRIS

## DESCRIPTION OF TRADE IN

YEAR	MAKE	MODEL
TYPE	SERIAL NO.	
COLOR	TRIM	LICENSE NO.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER, AND IF A TIME SALE (1) PURCHASER'S CREDIT HAS BEEN APPROVED BY A FINANCING INSTITUTION AND IT AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BASED ON THIS ORDER, (2) APPROPRIATE FINANCE CHARGE DISCLOSURES ARE MADE, AND (3) A SECURITY AGREEMENT EXECUTED UNTIL A TIME SALE ORDER BECOMES BINDING PURCHASER MAY CANCEL IT AND RECOVER ANY DEPOSIT MADE. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS. NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS — NOT EXPRESSLY WARRANTED OR GUARANTEED.

Purchaser by his execution of his Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

NOTICE WHERE THE DEALER ARRANGES FINANCING, the Dealer may receive a portion of the "finance charge" from the Lender.

## CASH PRICE OF VEHICLE

30650.02

## DEALER INSTALLED OPTIONS

N/A

N/A

N/A

N/A

N/A

N/A

N/A

## TOTAL CAR

30650.02

## SALES TAX

2605.25

N/A XXXXXX

## LICENSE &amp; TITLE

N/A

## TOTAL CASH DELIVERED PRICE

33255.27

DOWN  
PAYMENT

2. CASH	DEPOSIT ON ORDER	N/A	
	DUE ON DELIVERY	N/A	
3. TRADE IN	FACTORY REBATE IF APPLICABLE	N/A	
	ALLOWANCE AS APPRAISED	N/A	
	LESS BALANCE OWING TO	N/A	

## 4. TOTAL DOWN PAYMENT (2 + 3)

N/A

## 5. UNPAID BALANCE OF CASH PRICE (1 - 4)

33255.27

## 6. OTHER CHARGES

N/A

## 7. UNPAID BALANCE (5 + 6)

33255.27

## 8. EXTENDED SERVICE PLAN

N/A

## 9. NEW MOTOR VEHICLE TIRE FEE

5.00

## 10. TOTAL AMOUNT DUE

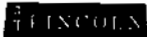
33260.27

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

IN THE EVENT CAR PURCHASED HEREIN REQUIRES REPAIRS, SANDERSON FORD CANNOT FURNISH LOANER CARS, HOWEVER RENTAL VEHICLE ARE AVAILABLE AT DISCOUNTED RATES.

USED VEHICLES ARE SOLD AS IS — NOT EXPRESSLY WARRANTED OR GUARANTEED

DEAL #397013


**SANDERSON**  
 AUTOMOTIVE GROUP

 6400 N. 51<sup>st</sup> Ave.  
 Glendale, Az. 85301  
 www.sandersonford.com

MAILING ADDRESS: P.O. BOX 1407 • GLENDALE, ARIZONA 85311-1407

PHONE: FORD (623) 842-8600 • LINCOLN (602) 375-7500

FLEET: (623) 930-5961

NAME: CITY OF BISBEE

STOCK NO. FT4992

ADDRESS 118 ARIZONA ST BISBEE AZ 85603					PHONE (520)432-6008		DATE 01/15/15	
YEAR 2015	MODEL XX	NEW USED	MAKE/TRADE NAME FORD	NO. OF CYL. 8	BODY STYLE F350 4X2 CR	MODEL F-350	COLOR OXFORD WHITE	
LIC. NO.		TAB NO.		SERIAL NUMBER OR ENGINE NUMBER 1FT8W3A65FE871716				

<input type="checkbox"/> RADIO	<input type="checkbox"/> AUTO. TRANS.	<input type="checkbox"/> VINYL ROOF	<input type="checkbox"/> PWR. STRG.	<input type="checkbox"/> AIR COND.	<input type="checkbox"/> PWR. WIND.	<input type="checkbox"/> _____ ENG.
<input type="checkbox"/> AUX. TANK	<input type="checkbox"/> 4 SP. TRANS.	<input type="checkbox"/> TINTED GLASS	<input type="checkbox"/> PWR. BRKS.	<input type="checkbox"/> PDL	<input type="checkbox"/> PWR. SEATS	<input type="checkbox"/> CUST. WHLS.
	<input type="checkbox"/> 5 SP. TRANS.	<input type="checkbox"/> 4 X 4	<input type="checkbox"/> DUAL A/C	<input type="checkbox"/> WIRE WHLS.	<input type="checkbox"/> TINT	<input type="checkbox"/> CRUISE

<b>ODOMETER DISCLOSURE STATEMENT</b>  Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.  I, <b>DON SANDERSON FORD INC</b> state that the odometer now (TRANSFEROR'S NAME - PRINT) <b>180</b> reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.  <input type="checkbox"/> (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.  <input type="checkbox"/> (2) I hereby certify that the odometer reading is NOT the actual mileage.  <b>WARNING — ODOMETER DISCREPANCY.</b>  Transferor's Signature _____ Customer _____ Email Address _____ Salesman <b>DAVID L. HARRIS</b>		<b>CASH PRICE OF VEHICLE</b> 28399.02 <b>DEALER INSTALLED OPTIONS</b> <b>STATE Procurement Contract</b> N/A <b>ADSP012-016670</b> N/A N/A N/A N/A N/A N/A <b>TOTAL CAR</b> 28399.02 <b>SALES TAX</b> 2413.92 N/A XXXXXX <b>LICENSE &amp; TITLE</b> N/A <b>TOTAL CASH DELIVERED PRICE</b> 30812.94																															
<b>DESCRIPTION OF TRADE IN</b> <table border="1"> <tr> <td>YEAR</td> <td>MAKE</td> <td>MODEL</td> </tr> <tr> <td>TYPE</td> <td>SERIAL NO.</td> <td></td> </tr> <tr> <td>COLOR</td> <td>TRIM</td> <td>LICENSE NO.</td> </tr> </table>		YEAR	MAKE	MODEL	TYPE	SERIAL NO.		COLOR	TRIM	LICENSE NO.	<table border="1"> <tr> <td rowspan="4">DOWN PAYMENT</td> <td>2. CASH</td> <td>DEPOSIT ON ORDER</td> <td>N/A</td> <td></td> </tr> <tr> <td></td> <td>DUE ON DELIVERY</td> <td>N/A</td> <td></td> </tr> <tr> <td rowspan="2">3. TRADE IN</td> <td>FACTORY REBATE (IF APPLICABLE)</td> <td>N/A</td> <td></td> </tr> <tr> <td>ALLOWANCE AS APPRAISED</td> <td>N/A</td> <td></td> </tr> <tr> <td></td> <td></td> <td>LESS BALANCE OWING TO</td> <td>N/A</td> <td>N/A</td> </tr> </table>		DOWN PAYMENT	2. CASH	DEPOSIT ON ORDER	N/A			DUE ON DELIVERY	N/A		3. TRADE IN	FACTORY REBATE (IF APPLICABLE)	N/A		ALLOWANCE AS APPRAISED	N/A				LESS BALANCE OWING TO	N/A	N/A
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Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER, AND IF A TIME SALE (1) PURCHASER'S CREDIT HAS BEEN APPROVED BY A FINANCING INSTITUTION AND IT AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BASED ON THIS ORDER, (2) APPROPRIATE FINANCE CHARGE DISCLOSURES ARE MADE, AND (3) A SECURITY AGREEMENT EXECUTED UNTIL A TIME SALE ORDER BECOMES BINDING PURCHASER MAY CANCEL IT AND RECOVER ANY DEPOSIT MADE. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS. NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS — NOT EXPRESSLY WARRANTED OR GUARANTEED. Purchaser by his execution of his Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order. NOTICE WHERE THE DEALER ARRANGES FINANCING, the Dealer may receive a portion of the "finance charge" from the Lender.		<b>4. TOTAL DOWN PAYMENT (2 + 3)</b> N/A <b>5. UNPAID BALANCE OF CASH PRICE (1 - 4)</b> 30812.94 <b>6. OTHER CHARGES</b> N/A <b>7. UNPAID BALANCE (5 + 6)</b> 30812.94 <b>8. EXTENDED SERVICE PLAN</b> N/A <b>9. NEW MOTOR VEHICLE TIRE FEE</b> 5.00 <b>10. TOTAL AMOUNT DUE</b> 30817.94 The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.																															

IN THE EVENT CAR PURCHASED HEREIN REQUIRES REPAIRS, SANDERSON FORD CANNOT FURNISH LOANER CARS, HOWEVER RENTAL VEHICLES ARE AVAILABLE AT DISCOUNTED RATES.

USED VEHICLES ARE SOLD AS IS — NOT EXPRESSLY WARRANTED OR GUARANTEED.



AGENDA ITEM NUMBER 18

## REQUEST FOR MAYOR & COUNCIL ACTION

Session of: January 20, 2015

☐ Regular ☒ Special

DATE ACTION SUBMITTED: January 15, 2015

REGULAR ☒ CONSENT ☐

TYPE OF ACTION:

RESOLUTION ☐ ORDINANCE ☐ FORMAL ACTION ☒ OTHER ☐

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(1) FOR CONSIDERATION OF CONTINUANCE FOR LEGAL SERVICES WITH ANNE CARL, PLC AS CITY ATTORNEY.

FROM: Jestin Johnson, City Manager

RECOMMENDATION: Approve the motion

PROPOSED MOTION: I move that the Mayor and Council go into Executive Session pursuant to A.R.S. §38-431.03(1) for consideration of continuance for legal services with Anne Carl, PLC as City Attorney.

DISCUSSION:

FISCAL IMPACT: NA

DEPARTMENT LINE ITEM ACCOUNT: NA

BALANCE IN LINE ITEM IF APPROVED: NA

Prepared by: Ashlee Coronado  
Ashlee Coronado  
City Clerk

Reviewed by: Jestin Johnson  
Jestin Johnson  
City Manager

# 19

**City of Bisbee**  
**General Fund Summary**  
**YDT for Month Ending December 31, 2014**  
50% of the Fiscal Year Has Elapsed

<b><u>Revenue</u></b>	<b><u>Last Year</u></b>	<b>%</b>	<b><u>This Year</u></b>	<b>%</b>
Taxes	1,937,322.17	53.0	1,804,170.07	46.9
License & Permits	81,678.39	94.3	43,435.34	37.2
Intergovernmental	310,987.92	50.0	337,444.14	50.0
Charges For Services	530,292.33	40.9	488,794.88	38.4
Fines & Forfeitures	-	-	7,772.66	-
Miscellaneous	39,513.51	27.1	57,898.74	30.6
Contributions & Transfers	138,569.14	26.5	155,852.39	28.3
<b>Total Revenue</b>	<b><u>3,038,363.46</u></b>	<b>48.0</b>	<b><u>2,895,368.22</u></b>	<b>43.5</b>
<b><u>Expenditures</u></b>				
Mayor & Council	21,848.76	57.6	24,847.94	66.4
City Manager	65,724.94	49.8	61,498.75	50.8
Finance	182,065.96	44.7	191,214.74	44.9
City Clerk	62,021.81	41.3	63,906.09	43.3
Comm Development	29,402.20	29.3	70,837.70	61.2
Admin & Gen Govt	354,352.25	51.5	327,389.34	41.8
Personnel	30,495.05	39.5	36,095.69	48.6
Legal Services	21,855.84	42.5	36,818.01	72.0
Water System	1,695.14	27.8	1,530.10	23.2
Information Sys	31,016.07	57.8	32,630.72	44.6
Police	889,735.67	47.2	884,509.56	45.7
Fire	916,167.61	48.9	984,748.54	50.4
City Magistrate	14,686.75	30.6	6,000.00	12.5
Cemetery	2,296.50	26.7	2,820.48	30.3
Bldg & Maint	17,104.03	66.8	14,798.87	32.6
PW Admin	66,560.85	50.0	65,090.93	46.1
Garage	40,674.23	34.3	40,512.54	38.2
Bldg Inspector	34,292.69	49.9	27,343.57	46.3
Parks	80,029.59	56.5	91,116.90	53.2
Pool	8,741.57	57.1	9,919.66	53.1
Library	81,164.67	44.8	83,264.34	41.2
Sr. Center	11,522.70	47.6	9,528.44	39.3
Contingency	8,995.52	9.0	-	-
<b>Total Expenditures</b>	<b><u>2,972,450.40</u></b>	<b>47.0</b>	<b><u>3,066,422.91</u></b>	<b>46.1</b>
<b>Net Revenue Over Exp</b>	<b><u>65,913.06</u></b>		<b><u>(171,054.69)</u></b>	